

Plaintiffs' Exhibit 5
(Part 1 of 2)



Homeowners Policy

in a simplified easy to read form.

Amica Mutual Insurance Company

Corporate
Office

One Hundred Amica Way
Lincoln, Rhode Island
Mail: PO Box 6008, Providence, RI 02940-6008
1-800-652-6422

Policyholder
Service

Pittsburgh Regional Office
2 Penn Center West
Suite 301
Pittsburgh, PA 15276-0102
1-888-67-AMICA

Branch Offices Countrywide



YOUR HOMEOWNERS POLICY QUICK REFERENCE

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THIS IS AN EASY TO READ POLICY. PLEASE READ YOUR POLICY. IF THERE ARE ANY QUESTIONS, CALL US RIGHT AWAY.

**HOMEOWNERS PROPERTY REMEDIATION FOR ESCAPED LIQUID FUEL
AND LIMITED LEAD AND ESCAPED LIQUID FUEL LIABILITY COVERAGES**

ADVISORY NOTICE TO POLICYHOLDERS

THIS NOTICE DOES NOT PROVIDE COVERAGE NOR DOES THIS NOTICE REPLACE ANY PROVISIONS OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED WITH. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS NOTICE, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

Your policy has:

- Added coverage for damage to your property caused by the escape of certain petroleum products that may be found in or on your home, your residential unit in an apartment, condominium or cooperative building, your household or personal property, other real property you own that is covered in this policy and land on which your home or unit or covered personal property is located; and
- Reduced liability coverage for injury to another person, or damage to the property of others, that is caused by the escape of certain petroleum products or by lead on or emanating from an insured location such as your house, any other premises where you are living but which you do not own, or vacant land that you own.

ESCAPED FUEL REMEDIATION

If liquid fuel escapes from a fuel storage system on your property, loss or damage caused by the escaped fuel to your home, personal property, any other one, two, three or four family dwelling building you own and insure for remediation coverage will be covered. Additionally, your land on which the house, other structures or other dwelling building you own are situated will be covered for loss or damage. Coverage will apply when the fuel storage tanks, vessels and/or containers on your property have a total combined storage capacity of 100 or more U.S. gallons of liquid fuel. Coverage will also be provided for:

1. The cost of making temporary repairs to stop the further escape of liquid fuel, or to retard or stop the spread of escaped liquid fuel.
2. Reasonable expenses to test, monitor or assess the effects of escaped liquid fuel, required by law, or when a governmental agency or a court of law requests, orders or demands that you do so.
3. Loss or damage to your trees, shrubs and plants that are not grown for business; and
4. Additional living expenses you incur to maintain your normal standard of living.

However, there will be no coverage:

1. For a reduction in the market value of your house and any other dwelling building you own, including the land on which they are situated, or your personal property, whether or not such property has been damaged;
2. For damages resulting from the loss of a pending sale of your house and, if covered under this policy, other dwelling buildings, other structures and your personal property;
3. To replace any of the escaped fuel;
4. For any expense you incur to demolish, repair or replace any part of your fuel system; and
5. For any damages resulting from an escape of liquid fuel from one or more containers, tanks or vessels or related lines or parts that are connected to or a part of a motor vehicle, motorized land conveyance or watercraft.

Our limit of liability

We will provide up to \$10,000 of coverage. The limit is the most we will pay for the total of all loss, damage or expense caused by the escape of liquid fuel from your fuel system during the policy period regardless of the number of locations insured under your policy, the number of escapes of liquid fuel you discover or learn of during the policy period or the number of claims made.

**HOMEOWNERS PROPERTY REMEDIATION FOR ESCAPED LIQUID FUEL
AND LIMITED LEAD AND ESCAPED LIQUID FUEL LIABILITY COVERAGES**

ADVISORY NOTICE TO POLICYHOLDERS

Your Deductible

We will apply a deductible amount of the greater of \$250 or the amount that applies to the peril of fire.

LEAD AND ESCAPED FUEL LIABILITY COVERAGE

1. For a reduced premium, we have limited your coverage when a claim is made or a suit is brought against you by another person alleging damages because of:
 - a. bodily injury arising out of the absorption, ingestion or inhalation of lead that is in or on your home or your residential unit, any other structures you may own, your personal property, water and soil on any insured location;
 - b. property damage arising out of lead contamination, but only if the lead originates at an insured location; or
 - c. bodily injury or property damage arising out of the escape of liquid fuel from your fuel storage system when the fuel storage tanks, vessels and/or containers have a total combined storage capacity of 100 or more U.S. gallons of liquid fuel and the fuel is used to heat or cool your dwelling, heat water, cook food, or power your motor vehicle, recreational vehicle or boat not used in any business.
2. The limit of liability for lead and escaped fuel liability coverage is provided on an aggregate basis. This means that the limit for liability coverage is the most we will pay for all damages resulting from the total of all bodily injury or property damage, occurring during the entire policy period, that is caused by the escape of liquid fuel from your fuel system or the exposure to lead. This aggregate limit is the most we will pay regardless of the number of locations insured under the policy, number of insureds, number of persons injured by the lead or escaped fuel, number of persons whose property is damaged by the lead or escaped fuel or the number of claims made against you.

We provide up to \$50,000 of coverage.

DISCLOSURE NOTICE

AH0611201

This is a notice of changes in your Homeowners Policy. No coverage is provided by this notice nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

REDUCTION IN COVERAGE

For incidents occurring on or after the inception date of this policy, we will not provide Liability coverage for any form of punitive or exemplary damages an insured is directed to pay to others as punishment for acts that cause injury to others or damage to their property.

The following has been added to **SECTION II - LIABILITY COVERAGES**

EXCLUSIONS

We do not provide coverage for: fines, penalties, double or treble damages; punitive, exemplary or vindictive damages; or any other type of added damages intended to punish or deter wrongful conduct rather than as compensation for actual damages.

If you have any questions regarding these changes, please contact the branch office serving your area.

Amica Mutual Insurance Company

AH0611201

AMICA MUTUAL INSURANCE COMPANY

LINCOLN, RHODE ISLAND

Page 1 of 2

DECLARATIONS**HOMEOWNERS POLICY NO. 630837-1183****NAMED INSURED AND MAILING ADDRESS**

JONATHAN BORDEN AND
 AMY BORDEN
 4838 WOLF RD.
 ERIE, PA 16505

POLICY PERIOD: 12:01 A.M., Standard Time
at the residence premises
From: AUGUST 30, 2002
To: AUGUST 30, 2003

ERIE
 County in which premises is located

The residence premises covered by this policy is located at the above address unless otherwise stated:

COVERAGE IS PROVIDED WHERE A PREMIUM OR LIMIT OF LIABILITY IS SHOWN FOR THE COVERAGE

| Section I Coverages | Limit of Liability | Premium | | | |
|--------------------------------------|-------------------------------|-----------------------------|-------------|--|-----------------------------|
| A. Dwelling | \$ 577,000 | Basic Policy Premium | \$ 1,789.00 | Premium for Scheduled Personal Property | Combined Premium |
| B. Other Structures | \$ 57,700 | | \$ | | |
| C. Personal Property | \$ 432,750 | | \$ | | |
| D. Loss of Use | \$ 173,100 | | \$ | | |
| Section II Coverages | | | \$ | | |
| E. Personal Liability | \$ 300,000 Each Occurrence | Total Premium | \$ 1,789.00 | \$ 87.00 | \$ 1,876.00 |
| F. Medical Payments to Others | \$ 5,000 Each Person | | | | |

DEDUCTIBLE-SECTION I: \$1,000

Special State Provisions:

Section II - Other insured locations:

AS REQUESTED, THE PREMIUM BILL HAS BEEN SENT TO YOUR MORTGAGEE.

Mortgagee LOAN NO. 6911650908
 BANK OF AMERICA 133
 ITS SUCCESSORS AND OR ASSIGNS
 P.O. BOX 1675
 CORAOPOLIS, PA 15108

This policy shall not be valid unless countersigned by our authorized agent or representative.

J. Michael McMilligan

Authorized Representative

CONTINUATION OF DECLARATIONS FOR HOMEOWNERS POLICY NO. 630837-1183

NAMED INSURED AND MAILING ADDRESS

JONATHAN BORDEN AND
 AMY BORDEN
 4838 WOLF RD.
 ERIE, PA 16505

LOSS PAYEE - PERSONAL PROPERTY

Form and Endorsements made part of this policy at time of issue:

Form : HO 00 05 04 01 PLATINUM CHOICE

Endorsement(s) :

AM 00 18 02 01 MUTUAL PROVISIONS - NON-DIVIDEND POLICY

HO 01 37 06 01 SPECIAL PROVISIONS - PENNSYLVANIA

HO 04 61 10 00 SCHEDULED PERSONAL PROPERTY ENDORSEMENT

| CLASS | AMOUNT OF INSURANCE | PREMIUM |
|------------------|---------------------|----------|
| PERSONAL JEWELRY | 13,754 | \$ 85.00 |
| FINE ARTS | 2,735 | \$ 2.00 |

| ARTICLE | SCHEDULE DESCRIPTION | AMOUNT |
|--|--|--------|
| PERSONAL JEWELRY | | |
| 1. | ONE PAIR SAPPHIRE AND DIAMOND EARRINGS | 476 |
| 2. | ONE PAIR EMERALD AND DIAMOND EARRINGS | 545 |
| 3. | ONE PAIR SILVER AND RUBY EARRINGS | 97 |
| 4. | ONE SILVER AND RUBY PIN | 183 |
| 5. | ONE DINNER NECKLACE | 806 |
| 6. | ONE PAIR LADY'S RUBY EARRING WITH A TOTAL WEIGHT OF 1.47CT | 2,000 |
| 7. | ONE LADY'S 14K YELLOW GOLD RUBY PENDANT WITH A TOTAL WEIGHT OF 1.01CT. | 1,500 |
| 8. | ONE LADY'S 18K YELLOW AND WHITE GOLD TIFFANY STYLE RING CONTAINING ONE ROUND DIAMOND WEIGHING 1.17CT | 6,500 |
| 9. | ONE TIFFANY STERLING WOVEN EAR BANGLE | 295 |
| 10. | ONE RUBY NECKLACE | 412 |
| 11. | ONE 18" 14K GOLD NECKLACE CONTAINING ONE DIAMOND WITH A TOTAL WEIGHT OF 0.33CT | 940 |
| FINE ARTS LOCATED AT SAME AS RESIDENCE PREMISES | | |
| 1. | ONE OIL PAINTING BY GEORGE VAN HOOK "GATHERING FLOW | 2,310 |
| 2. | ONE ANTIQUE FRENCH BOX CIRCA 1890 | 425 |

HO 04 96 11 00

NO SECTION II - LIABILITY COVERAGES FOR HOME DAY CARE BUSINESS

LIMITED SECTION I - PROPERTY COVERAGES FOR HOME DAY CARE BUSINESS

HO 05 84 10 00 PROPERTY REMEDIATION FOR ESCAPED LIQUID FUEL AND LIMITED
 LEAD AND ESCAPED LIQUID FUEL LIABILITY COVERAGES

SCHEDULE

AGGREGATE LIMITED LEAD AND ESCAPED LIQUID FUEL LIABILITY - LIMIT OF
 LIABILITY \$ 50,000

PROPERTY REMEDIATION FOR ESCAPED LIQUID FUEL LIMIT OF LIABILITY \$ 10,000

IL 09 10 07 02 PENNSYLVANIA NOTICE

HOMEOWNERS 5 - PLATINUM CHOICE**HO 00 05 04 01****AGREEMENT**

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

DEFINITIONS

A. In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We", "us" and "our" refer to the Company providing this insurance.

B. In addition, certain words and phrases are defined as follows:

1. "Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability" and "Watercraft Liability", subject to the provisions in b. below, mean the following:

a. Liability for **bodily injury** or **property damage** arising out of the:

- (1) Ownership of such vehicle or craft by an **insured**;
- (2) Maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by any person;
- (3) Entrustment of such vehicle or craft by an **insured** to any person;
- (4) Failure to supervise or negligent supervision of any person involving such vehicle or craft by an **insured**; or
- (5) Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.

b. For the purpose of this definition:

- (1) Aircraft means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo;
- (2) Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles; and
- (3) Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor; and

(4) Motor vehicle means a **motor vehicle** as defined in 7. below.

2. "**Bodily injury**" means bodily harm, sickness or disease, including required care, loss of services and death that results.

3. "**Business**" means:

- a. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
- b. Any other activity engaged in for money or other compensation, except the following:
 - (1) One or more activities, not described in (2) through (4) below, for which no **insured** receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
 - (2) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
 - (3) Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
 - (4) The rendering of home day care services to a relative of an **insured**.

4. "**Employee**" means an employee of an **insured**, or an employee leased to an **insured** by a labor leasing firm under an agreement between an **insured** and the labor leasing firm, whose duties are other than those performed by a **residence employee**.

5. "**Insured**" means:

- a. You and residents of your household who are:
 - (1) Your relatives; or
 - (2) Other persons under the age of 21 and in the care of any person named above;
- b. A student enrolled in school full time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:
 - (1) 24 and your relative; or

HO 00 05 04 01

(2) 21 and in your care or the care of a person described in **a.(1)** above; or

c. Under Section II:

(1) With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person included in **a.** or **b.** above. **Insured** does not mean a person or organization using or having custody of these animals or watercraft in the course of any **business** or without consent of the owner; or

(2) With respect to a **motor vehicle** to which this policy applies:

(a) Persons while engaged in your employ or that of any person included in **a.** or **b.** above; or

(b) Other persons using the vehicle on an **insured location** with your consent.

Under both Sections I and II, when the word an immediately precedes the word **insured**, the words an **insured** together mean one or more **insureds**.

6. "**Insured location**" means:

a. The **residence premises**;

b. The part of other premises, other structures and grounds used by you as a residence and:

(1) Which is shown in the Declarations; or

(2) Which is acquired by you during the policy period for your use as a residence;

c. Any premises used by you in connection with a premises described in **a.** and **b.** above;

d. Any part of a premises:

(1) Not owned by an **insured**; and

(2) Where an **insured** is temporarily residing;

e. Vacant land, other than farm land, owned by or rented to an **insured**;

f. Land owned by or rented to an **insured** on which a one, two, three or four family dwelling is being built as a residence for an **insured**;

g. Individual or family cemetery plots or burial vaults of an **insured**; or

h. Any part of a premises occasionally rented to an **insured** for other than **business** use.

7. "**Motor vehicle**" means:

a. A self-propelled land or amphibious vehicle; or

b. Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in **a.** above.

8. "**Occurrence**" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:

a. **Bodily injury**; or

b. **Property damage**.

9. "**Property damage**" means physical injury to, destruction of, or loss of use of tangible property.

10. "**Residence employee**" means:

a. An employee of an **insured**, or an employee leased to an **insured** by a labor leasing firm, under an agreement between an **insured** and the labor leasing firm, whose duties are related to the maintenance or use of the **residence premises**, including household or domestic services; or

b. One who performs similar duties elsewhere not related to the **business** of an **insured**.

A **residence employee** does not include a temporary employee who is furnished to an **insured** to substitute for a permanent **residence employee** on leave or to meet seasonal or short-term workload conditions.

11. "**Residence premises**" means:

a. The one family dwelling where you reside;

b. The two, three or four family dwelling where you reside in at least one of the family units; or

c. That part of any other building where you reside;

and which is shown as the **residence premises** in the Declarations.

"**Residence premises**" also includes other structures and grounds at that location.

DEDUCTIBLE

Unless otherwise noted in this policy, the following deductible provision applies:

Subject to the policy limits that apply, we will pay only that part of the total of all loss payable under Section I that exceeds the deductible amount shown in the Declarations.

SECTION I - PROPERTY COVERAGES**A. Coverage A - Dwelling**

1. We cover:

- a. The dwelling on the **residence premises** shown in the Declarations, including structures attached to the dwelling; and
- b. Materials and supplies located on or next to the **residence premises** used to construct, alter or repair the dwelling or other structures on the **residence premises**.

2. We do not cover land, including land on which the dwelling is located.

B. Coverage B - Other Structures1. We cover other structures on the **residence premises** set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line, or similar connection.

2. We do not cover:

- a. Land, including land on which the other structures are located;
- b. Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage;
- c. Other structures from which any **business** is conducted; or
- d. Other structures used to store **business** property. However, we do cover a structure that contains **business** property solely owned by an **insured** or a tenant of the dwelling provided that **business** property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure.

3. The limit of liability for this coverage will not be more than 10% of the limit of liability that applies to Coverage A. Use of this coverage does not reduce the Coverage A limit of liability.

C. Coverage C - Personal Property**1. Covered Property**

We cover personal property owned or used by an **insured** while it is anywhere in the world. After a loss and at your request, we will cover personal property owned by:

- a. Others while the property is on the part of the **residence premises** occupied by an **insured**; or
- b. A guest or a **residence employee**, while the property is in any residence occupied by an **insured**.

2. Limit For Property At Other Residences

Our limit of liability for personal property usually located at an **insured's** residence, other than the **residence premises**, is 10% of the limit of liability for Coverage C, or \$1,000, whichever is greater. However, this limitation does not apply to personal property:

- a. Moved from the **residence premises** because it is being repaired, renovated or rebuilt and is not fit to live in or store property in; or
- b. In a newly acquired principal residence for 30 days from the time you begin to move the property there.

3. Special Limits Of Liability

The special limit for each category shown below is the total limit for each loss for all property in that category. These special limits do not increase the Coverage C limit of liability.

- a. \$200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, coins, medals, scrip, stored value cards and smart cards.
- b. \$1,500 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps. This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists.

This limit includes the cost to research, replace or restore the information from the lost or damaged material.

- c. \$1,500 on watercraft of all types, including their trailers, furnishings, equipment and outboard engines or motors.

- d. \$1,500 on trailers or semitrailers not used with watercraft of all types.
- e. \$2,500 for loss by theft, misplacing or losing of jewelry, watches, furs, precious and semiprecious stones.
- f. \$2,500 for loss by theft, misplacing or losing of firearms and related equipment.
- g. \$2,500 for loss by theft, misplacing or losing of silverware, silver-plated ware, goldware, gold-plated ware, platinumware, platinum-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.
- h. \$5,000 on property, on the **residence premises**, used primarily for **business** purposes.
- i. \$1,000 on property, away from the **residence premises**, used primarily for **business** purposes. However, this limit does not apply to loss to electronic apparatus and other property described in Categories j. and k. below.

- j. \$1,500 on electronic apparatus and accessories, while in or upon a **motor vehicle**, but only if the apparatus is equipped to be operated by power from the **motor vehicle's** electrical system while still capable of being operated by other power sources.

Accessories include antennas, tapes, wires, records, discs or other media that can be used with any apparatus described in this Category j.

- k. \$1,500 on electronic apparatus and accessories used primarily for **business** while away from the **residence premises** and not in or upon a **motor vehicle**. The apparatus must be equipped to be operated by power from the **motor vehicle's** electrical system while still capable of being operated by other power sources.

Accessories include antennas, tapes, wires, records, discs or other media that can be used with any apparatus described in this Category k.

4. Property Not Covered

We do not cover:

- a. Articles separately described and specifically insured, regardless of the limit

for which they are insured, in this or other insurance;

- b. Animals, birds or fish;

c. Motor vehicles.

(1) This includes:

- (a) Their accessories, equipment and parts; or
- (b) Electronic apparatus and accessories designed to be operated solely by power from the electrical system of the **motor vehicle**. Accessories include antennas, tapes, wires, records, discs or other media that can be used with any apparatus described above.

The exclusion of property described in (a) and (b) above applies only while such property is in or upon the **motor vehicle**.

(2) We do cover **motor vehicles** not required to be registered for use on public roads or property which are:

- (a) Used solely to service an **insured's** residence; or
- (b) Designed to assist the handicapped;

- d. Aircraft meaning any contrivance used or designed for flight including any parts whether or not attached to the aircraft.

We do cover model or hobby aircraft not used or designed to carry people or cargo;

- e. Hovercraft and parts. Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
- f. Property of roomers, boarders and other tenants, except property of roomers and boarders related to an **insured**;
- g. Property in an apartment regularly rented or held for rental to others by an **insured**, except as provided under E.10. Landlord's Furnishings under Section I - Property Coverages;
- h. Property rented or held for rental to others off the **residence premises**;
- i. **Business** data, including such data stored in:
 - (1) Books of account, drawings or other paper records; or
 - (2) Computers and related equipment.

We do cover the cost of blank recording or storage media, and of prerecorded computer programs available on the retail market;

- j. Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds except as provided in E.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money under Section I - Property Coverages; or
- k. Water or steam.

D. Coverage D - Loss Of Use

The limit of liability for Coverage D is the total limit for the coverages in 1. Additional Living Expense, 2. Fair Rental Value and 3. Civil Authority Prohibits Use below.

1. Additional Living Expense

If a loss covered under Section I makes that part of the **residence premises** where you reside not fit to live in, we cover any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

Payment will be for the shortest time required to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere.

2. Fair Rental Value

If a loss covered under Section I makes that part of the **residence premises** rented to others or held for rental by you not fit to live in, we cover the fair rental value of such premises less any expenses that do not continue while it is not fit to live in.

Payment will be for the shortest time required to repair or replace such premises.

3. Civil Authority Prohibits Use

If a civil authority prohibits you from use of the **residence premises** as a result of direct damage to neighboring premises by a Peril Insured Against, we cover the loss as provided in 1. Additional Living Expense and 2. Fair Rental Value above for no more than two weeks.

4. Loss Or Expense Not Covered

We do not cover loss or expense due to cancellation of a lease or agreement.

The periods of time under 1. Additional Living Expense, 2. Fair Rental Value and 3. Civil

Authority Prohibits Use above are not limited by expiration of this policy.

E. Additional Coverages

1. Debris Removal

- a. We will pay your reasonable expense for the removal of:

(1) Debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss; or

(2) Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.

This expense is included in the limit of liability that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal expense is more than the limit of liability for the damaged property, an additional 5% of that limit is available for debris removal.

- b. We will also pay your reasonable expense, up to \$1,000, for the removal from the **residence premises** of:

(1) Your tree(s) felled by the peril of Wind-storm or Hail or Weight of Ice, Snow or Sleet; or

(2) A neighbor's tree(s) felled by a Peril Insured Against.

The \$1,000 limit is the most we will pay in any one loss regardless of the number of fallen trees. No more than \$500 of this limit will be paid for the removal of any one tree.

This coverage is additional insurance.

2. Reasonable Repairs

- a. We will pay the reasonable cost incurred by you for the necessary measures taken solely to protect covered property that is damaged by a Peril Insured Against from further damage.

- b. If the measures taken involve repair to other damaged property, we will only pay if that property is covered under this policy and the damage is caused by a Peril Insured Against. This coverage does not:

(1) Increase the limit of liability that applies to the covered property; or

(2) Relieve you of your duties, in case of a loss to covered property, described in B.4. under Section I - Conditions.

3. Trees, Shrubs And Other Plants

We cover trees, shrubs, plants or lawns, on the **residence premises**, for loss caused by the following Perils Insured Against:

- a. Fire or Lightning;
- b. Explosion;
- c. Riot or Civil Commotion;
- d. Aircraft;
- e. Vehicles not owned or operated by a resident of the **residence premises**;
- f. Vandalism or Malicious Mischief; or
- g. Theft.

We will pay up to 5% of the limit of liability that applies to the dwelling for all trees, shrubs, plants or lawns. No more than \$500 of this limit will be paid for any one tree, shrub or plant. We do not cover property grown for **business** purposes.

This coverage is additional insurance.

4. Fire Department Service Charge

We will pay up to \$500 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a Peril Insured Against. We do not cover fire department service charges if the property is located within the limits of the city, municipality or protection district furnishing the fire department response.

This coverage is additional insurance. No deductible applies to this coverage.

5. Property Removed

We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 30 days while removed.

This coverage does not change the limit of liability that applies to the property being removed.

6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money

- a. We will pay up to \$5,000 for:

- (1) The legal obligation of an **insured** to pay because of the theft or unauthorized

use of credit cards issued to or registered in an **insured's** name;

- (2) Loss resulting from theft or unauthorized use of an electronic fund transfer card or access device used for deposit, withdrawal or transfer of funds, issued to or registered in an **insured's** name;
- (3) Loss to an **insured** caused by forgery or alteration of any check or negotiable instrument; and
- (4) Loss to an **insured** through acceptance in good faith of counterfeit United States or Canadian paper currency.

All loss resulting from a series of acts committed by any one person or in which any one person is concerned or implicated is considered to be one loss.

This coverage is additional insurance. No deductible applies to this coverage.

- b. We do not cover:

- (1) Use of a credit card, electronic fund transfer card or access device:

(a) By a resident of your household;

(b) By a person who has been entrusted with either type of card or access device; or

(c) If an **insured** has not complied with all terms and conditions under which the cards are issued or the devices accessed; or

- (2) Loss arising out of **business** use or dishonesty of an **insured**.

- c. If the coverage in a. above applies, the following defense provisions also apply:

(1) We may investigate and settle any claim or suit that we decide is appropriate. Our duty to defend a claim or suit ends when the amount we pay for the loss equals our limit of liability.

(2) If a suit is brought against an **insured** for liability under a.(1) or (2) above, we will provide a defense at our expense by counsel of our choice.

(3) We have the option to defend at our expense an **insured** or an **insured's** bank against any suit for the enforcement of payment under a.(3) above.

7. Loss Assessment

- a. We will pay up to \$5,000 for your share of loss assessment charged during the policy

period against you, as owner or tenant of the **residence premises**, by a corporation or association of property owners. The assessment must be made as a result of direct loss to property, owned by all members collectively, of the type that would be covered by this policy if owned by you, caused by a Peril Insured Against, other than:

- (1) Earthquake; or
- (2) Land shock waves or tremors before, during or after a volcanic eruption.

The limit of \$5,000 is the most we will pay with respect to any one loss, regardless of the number of assessments. We will only apply one deductible, per unit, to the total amount of any one loss to the property described above, regardless of the number of assessments.

- b. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.
- c. Paragraph P. Policy Period under Section I - Conditions does not apply to this coverage.

This coverage is additional insurance.

8. Collapse

- a. This Additional Coverage applies to property covered under Coverages A and B. With respect to this Additional Coverage:

- (1) Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its current intended purpose.
- (2) A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse.
- (3) A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building.
- (4) A building or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

- b. We insure for direct physical loss to covered property involving collapse of a

building or any part of a building if the collapse was caused by one or more of the following:

- (1) The Perils Insured Against under Coverages A and B;
- (2) Decay that is hidden from view, unless the presence of such decay is known to an **insured** prior to collapse;
- (3) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an **insured** prior to collapse;
- (4) Weight of contents, equipment, animals or people;
- (5) Weight of rain which collects on a roof; or
- (6) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

- c. Loss to an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under b.(2) through (6) above, unless the loss is a direct result of the collapse of a building or any part of a building.

- d. This coverage does not increase the limit of liability that applies to the damaged covered property.

9. Glass Or Safety Glazing Material

- a. We cover:

- (1) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window;
- (2) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window when caused directly by earth movement; and
- (3) The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.

- b. This coverage does not include loss:

- (1) To covered property which results because the glass or safety glazing mate-

rial has been broken, except as provided in **a.(3)** above; or

- (2) On the **residence premises** if the dwelling has been vacant for more than 60 consecutive days immediately before the loss, except when the breakage results directly from earth movement as provided in **a.(2)** above. A dwelling being constructed is not considered vacant.

- c. This coverage does not increase the limit of liability that applies to the damaged property.

10. Landlord's Furnishings

We will pay up to \$2,500 for your appliances, carpeting and other household furnishings, in each apartment on the **residence premises** regularly rented or held for rental to others by an **insured**, for loss caused only by the following Perils Insured Against:

- a. **Fire Or Lightning**
- b. **Windstorm Or Hail**

This peril includes loss to watercraft of all types and their trailers, furnishings, equipment, and outboard engines or motors, only while inside a fully enclosed building.

This peril does not include loss to the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.

- c. **Explosion**
- d. **Riot Or Civil Commotion**
- e. **Aircraft**

This peril includes self-propelled missiles and spacecraft.

- f. **Vehicles**
- g. **Smoke**

This peril means sudden and accidental damage from smoke, including the emission or puffback of smoke, soot, fumes or vapors from a boiler, furnace or related equipment.

This peril does not include loss caused by smoke from agricultural smudging or industrial operations.

h. **Vandalism Or Malicious Mischief**

i. **Falling Objects**

This peril does not include loss to property contained in a building unless the roof or an outside wall of the building is first damaged by a falling object. Damage to the falling object itself is not included.

j. **Weight Of Ice, Snow Or Sleet**

This peril means weight of ice, snow or sleet which causes damage to property contained in a building.

k. **Accidental Discharge Or Overflow Of Water Or Steam**

- (1) This peril means accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

- (2) This peril does not include loss:

- (a) To the system or appliance from which the water or steam escaped;
- (b) Caused by or resulting from freezing except as provided in **m.** Freezing below;
- (c) On the **residence premises** caused by accidental discharge or overflow which occurs off the **residence premises**; or
- (d) Caused by mold, fungus or wet rot unless hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

- (3) In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.

l. **Sudden And Accidental Tearing Apart, Cracking, Burning Or Bulging**

This peril means sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.

We do not cover loss caused by or resulting from freezing under this peril.

m. Freezing

- (1) This peril means freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance but only if you have used reasonable care to:

- (a) Maintain heat in the building; or
- (b) Shut off the water supply and drain all systems and appliances of water.

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

- (2) In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.

n. Sudden And Accidental Damage From Artificially Generated Electrical Current

This peril does not include loss to tubes, transistors, electronic components or circuitry that are a part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus.

o. Volcanic Eruption

This peril does not include loss caused by earthquake, land shock waves or tremors.

This limit is the most we will pay in any one loss regardless of the number of appliances, carpeting or other household furnishings involved in the loss.

This coverage does not increase the limit of liability applying to the damaged property.

11. Ordinance Or Law

- a. You may use up to 10% of the limit of liability that applies to Coverage A for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:

- (1) The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
- (2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that

building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or

- (3) The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.

- b. You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in a. above.

- c. We do not cover:

- (1) The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or
- (2) The costs to comply with any ordinance or law which requires any insured or others, to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants in or on any covered building or other structure.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This coverage is additional insurance.

12. Grave Markers

We will pay up to \$5,000 for grave markers, including mausoleums, on or away from the **residence premises** for loss caused by a Peril Insured Against.

This coverage does not increase the limits of liability that apply to the damaged covered property.

13. Refrigerated Property

We insure, for up to \$500, covered property stored in freezers or refrigerators on the **residence premises** for direct loss caused by:

- a. **Loss of power** to the refrigeration unit. **Loss of power** must be caused by damage to:

(1) Generating equipment; or

(2) Transmitting equipment; or

b. Mechanical failure of the unit which stores the property.

"Loss of power" means the complete or partial interruption of electric power due to conditions beyond an insured's control.

Coverage will apply only if you have maintained the refrigeration unit in proper working condition immediately prior to the loss.

This coverage does not increase the limit of liability for Coverage C.

The Power Failure exclusion does not apply to this coverage.

Special Deductible

The following will replace any other deductible provision in this policy with respect to loss covered under this Additional Coverage:

We will pay only that part of the total of all loss payable that exceeds \$100. No other deductible applies to this coverage.

14. Lock Replacement

We will pay your reasonable and necessary expenses to replace exterior door locks at the residence premises, if an insured's keys are stolen.

No deductible applies to this coverage.

15. Water Back Up And Sump Discharge Or Overflow

We insure, up to \$5,000, for direct physical loss, not caused by the negligence of an insured, to property covered under Section I caused by water, or water-borne material, which:

a. Backs up through sewers or drains; or

b. Overflows or is discharged from a:

(1) Sump, sump pump; or

(2) Related equipment;

even if such overflow or discharge results from mechanical breakdown. This coverage does not apply to direct physical loss of the sump pump, or related equipment, which is caused by mechanical breakdown.

This coverage does not increase the limits of liability for Coverages A, B, C or D stated in the Declarations.

The mechanical breakdown exclusion of Section I - Perils Insured Against, Paragraph A.2.e.(2) does not apply to this Water Back Up and Sump Discharge or Overflow Additional Coverage.

Special Deductible

The following replaces any other deductible provision in this policy with respect to loss covered under this Additional Coverage.

We will pay only that part of the total of all loss payable under Section I that exceeds \$250. No other deductible applies to this coverage. This deductible does not apply with respect to Coverage D - Loss of Use.

SECTION I - PERILS INSURED AGAINST

We insure against risk of direct physical loss to property described in Coverages A, B and C.

We do not insure, however, for loss:

A. Under Coverages A, B and C:

1. Excluded under Section I - Exclusions;

2. Caused by:

a. Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This provision does not apply if you have used reasonable care to:

(1) Maintain heat in the building; or

(2) Shut off the water supply and drain all systems and appliances of water.

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

For purposes of this provision a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment;

b. Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:

- (1) Fence, pavement, patio or swimming pool;
- (2) Footing, foundation, bulkhead, wall, or any other structure or device, that supports all or part of a building or other structure;
- (3) Retaining wall or bulkhead that does not support all or part of a building or other structure; or
- (4) Pier, wharf or dock;

c. Theft in or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;

d. Mold, fungus or wet rot. However, we do insure for loss caused by mold, fungus or wet rot that is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure if such loss results from the accidental discharge or overflow of water or steam from within:

- (1) A plumbing, heating, air conditioning or automatic fire protective sprinkler system, or a household appliance, on the **residence premises**; or
- (2) A storm drain, or water, steam or sewer pipes, off the **residence premises**.

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment; or

e. Any of the following:

- (1) Wear and tear, marring, deterioration;
- (2) Mechanical breakdown, latent defect, inherent vice, or any quality in property that causes it to damage or destroy itself;
- (3) Smog, rust or other corrosion, or dry rot;
- (4) Smoke from agricultural smudging or industrial operations;
- (5) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against in a. through o. as listed in E.10. Landlord's Furnishings under Section I - Property Coverages.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed;

- (6) Settling, shrinking, bulging or expansion, including resultant cracking, of bulkheads, pavements, patios, footings, foundations, walls, floors, roofs or ceilings;

- (7) Birds, vermin, rodents, or insects; or

- (8) Animals owned or kept by an **insured**.

Exception To 2.e.

Unless the loss is otherwise excluded, we cover loss to property covered under Coverage A, B or C resulting from an accidental discharge or overflow of water or steam from within a:

- (i) Storm drain, or water, steam or sewer pipe, off the **residence premises**; or
- (ii) Plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the **residence premises**. This includes the cost to tear out and replace any part of a building, or other structure, on the **residence premises**, but only when necessary to repair the system or appliance. However, such tear out and replacement coverage only applies to other structures if the water or steam causes actual damage to a building on the **residence premises**.

We do not cover loss to the system or appliance from which this water or steam escaped.

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.

Section I Exclusion A.3. Water Damage, Paragraphs a. and c. that apply to surface water and water below the surface of the ground do not apply to loss by water covered under d. and e. above.

Under 2.a. through e. above, any ensuing loss to property described in Coverages A, B and C not precluded by any other provision in this policy is covered.

B. Under Coverages A and B:

1. Caused by vandalism and malicious mischief, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been vacant for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;
2. Involving collapse, other than as provided in E.8. Collapse under Section I - Property Coverages. However, any ensuing loss to property described in Coverages A and B not precluded by any other provision in this policy is covered.

C. Under Coverage C caused by:

1. Breakage of eyeglasses, glassware, statuary, marble, bric-a-brac, porcelains and similar fragile articles other than jewelry, watches, bronzes, cameras and photographic lenses.

However, there is coverage for breakage of the property by or resulting from:

- a. Fire, lightning, windstorm, hail;
- b. Smoke, other than smoke from agricultural smudging or industrial operations;
- c. Explosion, riot, civil commotion;
- d. Aircraft, vehicles, vandalism and malicious mischief;
- e. Collapse of a building or any part of a building;
- f. Water not otherwise excluded;
- g. Theft or attempted theft; or
- h. Sudden and accidental tearing apart, cracking, burning or bulging of:
 - (1) A steam or hot water heating system;
 - (2) An air conditioning or automatic fire protective sprinkler system; or
 - (3) An appliance for heating water;
2. Dampness, of atmosphere or extremes of temperature unless the direct cause of loss is rain, snow, sleet or hail;
3. Refinishing, renovating or repairing property other than watches, jewelry and furs;
4. Collision, other than collision with a land vehicle, sinking, swamping or stranding of watercraft, including their trailers, furnishings equipment and outboard engines or motors;

5. Destruction, confiscation or seizure by order of any government or public authority; or

6. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body. However, any ensuing loss to property described in Coverage C not precluded by any other provision in this policy is covered.

SECTION I - EXCLUSIONS

- A.** We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

1. Ordinance Or Law

Ordinance Or Law means any ordinance or law:

- a. Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This Exclusion A.1.a. does not apply to the amount of coverage that may be provided for in E.11. Ordinance Or Law under Section I Property Coverages;
- b. The requirements of which result in a loss in value to property; or
- c. Requiring any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This Exclusion A.1. applies whether or not the property has been physically damaged.

2. Earth Movement.

Earth Movement means:

- a. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- b. Landslide, mudslide or mudflow;
- c. Subsidence or sinkhole; or
- d. Any other earth movement including earth sinking, rising or shifting;

caused by or resulting from human or animal forces or any act of nature unless direct loss by fire or explosion ensues and then we will pay only for the ensuing loss.

This Exclusion **A.2.** does not apply to loss by theft.

3. Water Damage

Water Damage, meaning:

- a. Flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
- b. Water, or water-borne material, which:
 - (1) Backs up through sewers or drains; or
 - (2) Overflows or is discharged from a sump, sump pump or related equipment;
 as a direct or indirect result of flood; or
- c. Water, or water-borne material, below the surface of the ground, including water which:
 - (1) Exerts pressure on; or
 - (2) Seeps or leaks through;
 a building, sidewalk, driveway, foundation, swimming pool or other structure;

caused by or resulting from human or animal forces or any act of nature.

Direct loss by fire or explosion resulting from water damage is covered.

Water damage to property described in Coverage **C** away from a premises or location owned, rented, occupied or controlled by an **insured** is covered.

Water damage to property described in Coverage **C** on a premises or location owned, rented, occupied or controlled by an **insured** is excluded even if weather conditions contribute in any way to produce the loss.

4. Power Failure

Power Failure means the failure of power or other utility service if the failure takes place off the **residence premises**. But if the failure results in a loss, from a Peril Insured Against on the **residence premises**, we will pay for the loss caused by that peril.

5. Neglect

Neglect means neglect of an **insured** to use all reasonable means to save and preserve property at and after the time of a loss.

6. War

War includes the following and any consequence of any of the following:

- a. Undeclared war, civil war, insurrection, rebellion or revolution;
- b. Warlike act by a military force or military personnel; or
- c. Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

7. Nuclear Hazard

This Exclusion **A.7.** pertains to Nuclear Hazard to the extent set forth in **M. Nuclear Hazard** Clause under Section I - Conditions.

8. Intentional Loss

Intentional Loss means any loss arising out of any act an **insured** commits or conspires to commit with the intent to cause a loss.

In the event of such loss, no **insured** is entitled to coverage, even **insureds** who did not commit or conspire to commit the act causing the loss.

9. Governmental Action

Governmental Action means the destruction, confiscation or seizure of property described in Coverage **A**, **B** or **C** by order of any governmental or public authority.

This exclusion does not apply to such acts ordered by any governmental or public authority that are taken at the time of a fire to prevent its spread, if the loss caused by fire would be covered under this policy.

- B. We do not insure for loss to property described in Coverages **A** and **B** caused by any of the following. However, any ensuing loss to property described in Coverages **A** and **B** not precluded by any other provision in this policy is covered.

- 1. Weather conditions. However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in **A.** above to produce the loss.

2. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
3. Faulty, inadequate or defective:
 - a. Planning, zoning, development, surveying, siting;
 - b. Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - c. Materials used in repair, construction, renovation or remodeling; or
 - d. Maintenance;

of part or all of any property whether on or off the **residence premises**.

SECTION I - CONDITIONS

A. Insurable Interest And Limit Of Liability

Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:

1. To an **insured** for more than the amount of such **insured's** interest at the time of loss; or
2. For more than the applicable limit of liability.

B. Duties After Loss

In case of a loss to covered property, we have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us. These duties must be performed either by you, or an **insured** seeking coverage, or a representative of either:

1. Give prompt notice to us or our agent;
2. Notify the police in case of loss by theft;
3. Notify the credit card or electronic fund transfer card or access device company in case of loss as provided for in **E.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money under Section I - Property Coverages**;
4. Protect the property from further damage. If repairs to the property are required, you must:
 - a. Make reasonable and necessary repairs to protect the property; and
 - b. Keep an accurate record of repair expenses;
5. Cooperate with us in the investigation of a claim;
6. Prepare an inventory of damaged personal property showing the quantity, description,

actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;

7. As often as we reasonably require:
 - a. Show the damaged property;
 - b. Provide us with records and documents we request and permit us to make copies; and
 - c. Submit to examination under oath, while not in the presence of another **insured**, and sign the same;
8. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
 - a. The time and cause of loss;
 - b. The interest of all **insureds** and all others in the property involved and all liens on the property;
 - c. Other insurance which may cover the loss;
 - d. Changes in title or occupancy of the property during the term of the policy;
 - e. Specifications of damaged buildings and detailed repair estimates;
 - f. The inventory of damaged personal property described in 6. above;
 - g. Receipts for additional living expenses incurred and records that support the fair rental value loss; and
 - h. Evidence or affidavit that supports a claim under **E.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money under Section I - Property Coverages**, stating the amount and cause of loss.

C. Loss Settlement

In this Condition C., the terms "cost to repair or replace" and "replacement cost" do not include the increased costs incurred to comply with the enforcement of any ordinance or law, except to the extent that coverage for these increased costs are provided in **E.11. Ordinance Or Law under Section I - Property Coverages**. Covered property losses are settled as follows:

1. To the extent that coverage is provided, we agree to amend the present limits of liability in accordance with the following provisions:
 - a. If you have:
 - (1) Allowed us to adjust the Coverage A limit of liability and the premium in accordance with:

(a) The property evaluations we make;
and

(b) Any increases in inflation; and

- (2) Notified us, within 30 days of completion, of any improvements, alterations or additions to the building insured under Coverage A which increased the replacement cost of the building by 5% or more;

these provisions will apply after a loss, provided you elect to repair or replace the damaged building.

- b. If there is a loss to the building insured under Coverage A that exceeds the Coverage A limit of liability shown in the Declarations;

(1) We will increase the Coverage A limit of liability to equal the current replacement cost of the building;

(2) We will increase, by the same percentage applied to Coverage A, the limits of liability for Coverages B, C, and D. However, we will do this only if the Coverage A limit of liability is increased under paragraph b.(1) as a result of a Coverage A loss;

(3) We will adjust the policy premium from the time of loss for the remainder of the policy term based on the increased limits of liability; and

(4) For the purpose of settling that loss only, the following applies:

(a) Buildings covered under Coverage A or B at replacement cost without deduction for depreciation. We will pay no more than the smallest of the following amounts:

(i) The replacement cost of that part of the building damaged with material of like kind and quality and for like use;

(ii) The necessary amount actually spent to repair or replace the damaged building; or

(iii) The limit of liability under this policy that applies to the building, increased in accordance with paragraphs b.(1) and b.(2) of this section.

If the building is rebuilt at a new premises, the cost described in (i) above is limited to the cost which would have been incurred if the

building had been rebuilt at the original premises.

(b) We will pay no more than the actual cash value of the damage until actual repair or replacement is complete.

(c) You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss to buildings on an actual cash value basis. You may then make claim for any additional liability on a replacement cost basis, provided you notify us of your intent to do so within 180 days after the date of loss.

2. Paragraph 1. applies only when loss to the building insured under Coverage A exceeds the Coverage A Limit of Liability shown in the Declarations. If loss to the building insured under Coverage A does not exceed the Limit of Liability shown in the Declarations, losses will be settled as follows:

a. Buildings covered under Coverage A or B at replacement cost without deduction for depreciation, subject to the following:

(1) If, at the time of loss, the amount of insurance in this policy on the damaged building is 80% or more of the full replacement cost of the building immediately before the loss, we will pay the cost to repair or replace, after application of any deductible and without deduction for depreciation, but not more than the least of the following amounts:

(a) The limit of liability under this policy that applies to the building;

(b) The replacement cost of that part of the building damaged with material of like kind and quality and for like use; or

(c) The necessary amount actually spent to repair or replace the damaged building.

If the building is rebuilt at a new premises, the cost described in (b) above is limited to the cost which would have been incurred if the building had been built at the original premises.

(2) If, at the time of loss, the amount of insurance in this policy on the damaged building is less than 80% of the full replacement cost of the building immediately before the loss, we will pay the greater of the following

amounts, but not more than the limit of liability under this policy that applies to the building:

- (a) The actual cash value of that part of the building damaged; or
 - (b) That proportion of the cost to repair or replace, after application of any deductible and without deduction for depreciation, that part of the building damaged, which the total amount of insurance in this policy on the damaged building bears to 80% of the replacement cost of the building.
- (3) To determine the amount of insurance required to equal 80% of the full replacement cost of the building immediately before the loss, do not include the value of:
- (a) Excavations, footings, foundations, piers, or any other structures or devices that support all or part of the building, which are below the undersurface of the lowest basement floor;
 - (b) Those supports described in (a) above which are below the surface of the ground inside the foundation walls, if there is no basement; and
 - (c) Underground flues, pipes, wiring and drains.
- (4) We will pay no more than the actual cash value of the damage until actual repair or replacement is complete. Once actual repair or replacement is complete, we will settle the loss as noted in (1)(a) and (1)(b) above.

However, if the cost to repair or replace the damage is both:

- (a) Less than 5% of the amount of insurance in this policy on the building; and
- (b) Less than \$2,500;

we will settle the loss as noted in 2.a.(1) and 2.a.(2) above whether or not actual repair or replacement is complete.

- (5) You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss to buildings on an actual cash value basis. You may then make claim for any additional liability according to the provisions of this Condition C. Loss Settlement, provided you notify us of

your intent to do so within 180 days after the date of loss.

- 3. Structures that are not buildings and grave markers, including mausoleums, at actual cash value at the time of loss but not more than the amount required to repair or replace.
- 4. Personal property of the following types:
 - a. Coverage C; and
 - b. If covered in this policy:
 - (1) Awnings, outdoor antennas and outdoor equipment; and
 - (2) Carpeting and household appliances; whether or not attached to buildings at replacement cost at the time of the loss.
- 5. The method of loss settlement described in 4. above will also apply to the following articles or classes of property if they are separately described and specifically insured in this policy and not subject to agreed value loss settlement:
 - a. Jewelry;
 - b. Furs and garments:
 - (1) Trimmed with fur; or
 - (2) Consisting principally of fur;
 - c. Cameras, projection machines, films and related articles of equipment;
 - d. Musical equipment and related articles of equipment;
 - e. Silverware, silver-plated ware, goldware, gold-plated ware and pewterware, but excluding:
 - (1) Pens or pencils;
 - (2) Flasks;
 - (3) Smoking implements; or
 - (4) Jewelry; and
 - f. Golfer's equipment meaning golf clubs, golf clothing and golf equipment.

Replacement cost loss settlement will not apply to other classes of property separately described and specifically insured.

Ineligible Property

Property listed below is not eligible for replacement cost loss settlement. Any loss will be settled at actual cash value at the time of loss but not more than the amount required to repair or replace.

- a. Antiques, fine arts, paintings and similar articles of rarity or antiquity which cannot be replaced.
- b. Memorabilia, souvenirs, collectors items and similar articles whose age or history contribute to their value.
- c. Articles not maintained in good or workable condition.
- d. Articles that are outdated or obsolete and are stored or not being used.

Replacement Cost Loss Settlement Condition

The following loss settlement condition applies to all property described in Section I Condition C. Loss Settlement paragraphs 4. and 5.:

- a. We will pay no more than the least of the following amounts:
 - (1) Replacement cost at the time of loss without deduction for depreciation;
 - (2) The full cost of repair at the time of loss;
 - (3) The limit of liability that applies to Coverage C, if applicable;
 - (4) Any applicable special limits of liability stated in this policy; or
 - (5) For loss to any item described in 5.a. - f. above, the limit of liability that applies to the item.
- b. If the cost to repair or replace the property described in 4. and 5. above is more than \$500, we will pay no more than the actual cash value for the loss until the actual repair or replacement is complete.
- c. You may make a claim for loss on an actual cash value basis and then make claim for any additional liability in accordance with this section provided you notify us of your intent to do so within 180 days after the date of loss.

D. Loss To A Pair Or Set

In case of loss to a pair or set we may elect to:

- 1. Repair or replace any part to restore the pair or set to its value before the loss; or
- 2. Pay the difference between actual cash value of the property before and after the loss.

E. Appraisal

If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent

and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the **residence premises** is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.

Each party will:

- 1. Pay its own appraiser; and
- 2. Bear the other expenses of the appraisal and umpire equally.

F. Other Insurance And Service Agreement

If a loss covered by this policy is also covered by:

- 1. Other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss; or
- 2. A service agreement, this insurance is excess over any amounts payable under any such agreement. Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.

G. Suit Against Us

No action can be brought against us unless there has been full compliance with all of the terms under Section I of this policy and the action is started within two years after the date of loss.

H. Our Option

We may repair or replace any part of the damaged property with material or property of like kind and quality if we give you written notice of our intention to do so within 15 working days after we receive your signed, sworn proof of loss.

I. Loss Payment

We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss and:

- 1. Reach an agreement with you;
- 2. There is an entry of a final judgment; or
- 3. There is a filing of an appraisal award with us.

J. Abandonment Of Property

We need not accept any property abandoned by an insured.

K. Mortgage Clause

1. If a mortgagee is named in this policy, any loss payable under Coverage A or B will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.
2. If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:
 - a. Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
 - b. Pays any premium due under this policy on demand if you have neglected to pay the premium; and
 - c. Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Paragraphs E. Appraisal, G. Suit Against Us and I. Loss Payment under Section I - Conditions also apply to the mortgagee.
3. If we decide to cancel or not to renew this policy, the mortgagee will be notified at least 10 days before the date cancellation or nonrenewal takes effect.
4. If we pay the mortgagee for any loss and deny payment to you:
 - a. We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
 - b. At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.
5. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

L. No Benefit To Bailee

We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of this policy.

M. Nuclear Hazard Clause

1. "Nuclear Hazard" means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
2. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against.
3. This policy does not apply under Section I to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

N. Recovered Property

If you or we recover any property for which we have made payment under this policy, you or we will notify the other of the recovery. At your option, the property will be returned to or retained by you or it will become our property. If the recovered property is returned to or retained by you, the loss payment will be adjusted based on the amount you received for the recovered property.

O. Volcanic Eruption Period

One or more volcanic eruptions that occur within a 72 hour period will be considered as one volcanic eruption.

P. Policy Period

This policy applies only to loss which occurs during the policy period.

Q. Concealment Or Fraud

We provide coverage to no insureds under this policy if, whether before or after a loss, an insured has:

1. Intentionally concealed or misrepresented any material fact or circumstance;
 2. Engaged in fraudulent conduct; or
 3. Made false statements;
- relating to this insurance.

R. Loss Payable Clause

If the Declarations show a loss payee for certain listed insured personal property, the definition of insured is changed to include that loss payee with respect to that property.

If we decide to cancel or not renew this policy, that loss payee will be notified in writing.

SECTION II - LIABILITY COVERAGES**A. Coverage E - Personal Liability**

If a claim is made or a suit is brought against an **insured** for damages because of **bodily injury** or **property damage** caused by an **occurrence** to which this coverage applies, we will:

1. Pay up to our limit of liability for the damages for which an **insured** is legally liable; and
2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability for the **occurrence** has been exhausted by payment of a judgment or settlement.

B. Coverage F - Medical Payments To Others

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing **bodily injury**. Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing and prosthetic devices. Medical expenses do not include expenses for funeral services. This coverage does not apply to you or regular residents of your household except **residence employees**. As to others, this coverage applies only:

1. To a person on the **insured location** with the permission of an **insured**; or
2. To a person off the **insured location**, if the **bodily injury**:
 - a. Arises out of a condition on the **insured location** or the ways immediately adjoining;
 - b. Is caused by the activities of an **insured**;
 - c. Is caused by a **residence employee** in the course of the **residence employee's** employment by an **insured**; or
 - d. Is caused by an animal owned by or in the care of an **insured**.

SECTION II - EXCLUSIONS**A. Motor Vehicle Liability**

1. Coverages E and F do not apply to any **motor vehicle liability** if, at the time and place of an **occurrence**, the involved **motor vehicle**:
 - a. Is registered for use on public roads or property;

b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the **occurrence**; or

c. Is being:

- (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
- (2) Rented to others;
- (3) Used to carry persons or cargo for a charge; or
- (4) Used for any **business** purpose except for a motorized golf cart while on a golfing facility.

2. If Exclusion A.1. does not apply, there is still no coverage for **motor vehicle liability** unless the **motor vehicle** is:

- a. In dead storage on an **insured location**;
- b. Used solely to service an **insured's** residence;
- c. Designed to assist the handicapped and, at the time of an **occurrence**, it is:
 - (1) Being used to assist a handicapped person; or
 - (2) Parked on an **insured location**;
- d. Designed for recreational use off public roads and:
 - (1) Not owned by an **insured**; or
 - (2) Owned by an **insured** provided the **occurrence** takes place on an **insured location** as defined in Definitions B.6.a., b., d., e. or h.; or
- e. A motorized golf cart that is owned by an **insured**, designed to carry up to 4 persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an **occurrence**, is within the legal boundaries of:
 - (1) A golfing facility and is parked or stored there, or being used by an **insured** to:
 - (a) Play the game of golf or for other recreational or leisure activity allowed by the facility;
 - (b) Travel to or from an area where **motor vehicles** or golf carts are parked or stored; or

(c) Cross public roads at designated points to access other parts of the golfing facility; or

- (2) A private residential community, including its public roads upon which a motorized golf cart can legally travel, which is subject to the authority of a property owners association and contains an **insured's** residence.

B. Watercraft Liability

1. Coverages E and F do not apply to any **watercraft liability** if, at the time of an **occurrence**, the involved watercraft is being:

a. Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;

b. Rented to others;

c. Used to carry persons or cargo for a charge; or

d. Used for any **business** purpose.

2. If Exclusion B.1. does not apply, there is still no coverage for **watercraft liability** unless, at the time of the **occurrence**, the watercraft:

a. Is stored;

b. Is a sailing vessel, with or without auxiliary power, that is:

(1) Less than 26 feet in overall length; or

(2) 26 feet or more in overall length and not owned by or rented to an **insured**; or

c. Is not a sailing vessel and is powered by:

(1) An inboard or inboard-outdrive engine or motor, including those that power a water jet pump, of:

(a) 50 horsepower or less and not owned by an **insured**; or

(b) More than 50 horsepower and not owned by or rented to an **insured**; or

(2) One or more outboard engines or motors with:

(a) 25 total horsepower or less;

(b) More than 25 horsepower if the outboard engine or motor is not owned by an **insured**;

(c) More than 25 horsepower if the outboard engine or motor is owned

by an **insured** who acquired it during the policy period; or

(d) More than 25 horsepower if the outboard engine or motor is owned by an **insured** who acquired it before the policy period, but only if:

(i) You declare them at policy inception; or

(ii) Your intent to insure them is reported to us in writing within 45 days after you acquire them.

The coverages in (c) and (d) above apply for the policy period.

Horsepower means the maximum power rating assigned to the engine or motor by the manufacturer.

C. Aircraft Liability

This policy does not cover **aircraft liability**.

D. Hovercraft Liability

This policy does not cover **hovercraft liability**.

E. Coverage E - Personal Liability And Coverage F - Medical Payments To Others

Coverages E and F do not apply to the following:

1. Expected Or Intended Injury

Bodily injury or **property damage** which is expected or intended by an **insured** even if the resulting **bodily injury** or **property damage**:

a. Is of a different kind, quality or degree than initially expected or intended; or

b. Is sustained by a different person, entity, real or personal property, than initially expected or intended.

However, this Exclusion E.1. does not apply to **bodily injury** resulting from the use of reasonable force by an **insured** to protect persons or property;

2. Business

a. **Bodily injury** or **property damage** arising out of or in connection with a **business** conducted from an **insured location** or engaged in by an **insured**, whether or not the **business** is owned or operated by an **insured** or employs an **insured**.

This Exclusion E.2. applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed,

or implied to be provided because of the nature of the **business**.

b. This Exclusion E.2. does not apply to:

(1) The rental or holding for rental of an **insured location**;

(a) On an occasional basis if used only as a residence;

(b) In part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or

(c) In part, as an office, school, studio or private garage; and

(2) An **insured** under the age of 21 years involved in a part-time or occasional, self-employed **business** with no employees;

3. Professional Services

Bodily injury or property damage arising out of the rendering of or failure to render professional services;

4. Insured's Premises Not An Insured Location

Bodily injury or property damage arising out of a premises:

- a. Owned by an **insured**;
 - b. Rented to an **insured**; or
 - c. Rented to others by an **insured**;
- that is not an **insured location**;

5. War

Bodily injury or property damage caused directly or indirectly by war, including the following and any consequence of any of the following:

- a. Undeclared war, civil war, insurrection, rebellion or revolution;
- b. Warlike act by a military force or military personnel; or
- c. Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental;

6. Communicable Disease

Bodily injury or property damage which arises out of the transmission of a communicable disease by an **insured**;

7. Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse

Bodily injury or property damage arising out of sexual molestation, corporal punishment or physical or mental abuse; or

8. Controlled Substance

Bodily injury or property damage arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

Exclusions A. Motor Vehicle Liability, B. Watercraft Liability, C. Aircraft Liability, D. Hovercraft Liability and E.4. Insured's Premises Not An Insured Location do not apply to **bodily injury** to a **residence employee** arising out of and in the course of the **residence employee's** employment by an **insured**.

F. Coverage E - Personal Liability

Coverage E does not apply to:

1. Liability:

a. For any loss assessment charged against you as a member of an association, corporation or community of property owners, except as provided in D. Loss Assessment under Section II - Additional Coverages;

b. Under any contract or agreement entered into by an **insured**. However, this exclusion does not apply to written contracts:

(1) That directly relate to the ownership, maintenance or use of an **insured location**; or

(2) Where the liability of others is assumed by you prior to an **occurrence**;

unless excluded in a. above or elsewhere in this policy;

2. **Property damage** to property owned by an **insured**. This includes costs or expenses incurred by an **insured** or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an **insured location**;

3. **Property damage** to property rented to, occupied or used by or in the care of an **insured**. This exclusion does not apply to **property damage** caused by fire, smoke or explosion;

4. **Bodily injury** to any person eligible to receive any benefits voluntarily provided or required to be provided by an **insured** under any:

- a. Workers' compensation law;
- b. Non-occupational disability law; or
- c. Occupational disease law;

5. **Bodily injury** or **property damage** for which an **insured** under this policy:

a. Is also an **insured** under a nuclear energy liability policy issued by the:

- (1) Nuclear Energy Liability Insurance Association;
- (2) Mutual Atomic Energy Liability Underwriters;
- (3) Nuclear Insurance Association of Canada;

or any of their successors; or

b. Would be an **insured** under such a policy but for the exhaustion of its limit of liability; or

6. **Bodily injury** to you or an **insured** as defined under Definitions 5.a. or b.

This exclusion also applies to any claim made or suit brought against you or an **insured**:

- a. To repay; or
- b. Share damages with;

another person who may be obligated to pay damages because of **bodily injury** to an **insured**.

G. Coverage F - Medical Payments To Others

Coverage F does not apply to **bodily injury**:

- 1. To a **residence employee** if the **bodily injury**:
 - a. Occurs off the **insured location**; and
 - b. Does not arise out of or in the course of the **residence employee's** employment by an **insured**;
- 2. To any person eligible to receive benefits voluntarily provided or required to be provided under any:
 - a. Workers' compensation law;

b. Non-occupational disability law; or

c. Occupational disease law;

3. From any:

- a. Nuclear reaction;
- b. Nuclear radiation; or
- c. Radioactive contamination;

all whether controlled or uncontrolled or however caused; or

d. Any consequence of any of these; or

4. To any person, other than a **residence employee** of an **insured**, regularly residing on any part of the **insured location**.

SECTION II - ADDITIONAL COVERAGES

We cover the following in addition to the limits of liability:

A. Claim Expenses

We pay:

- 1. Expenses we incur and costs taxed against an **insured** in any suit we defend;
- 2. Premiums on bonds required in a suit we defend, but not for bond amounts more than the Coverage E limit of liability. We need not apply for or furnish any bond;
- 3. Reasonable expenses incurred by an **insured** at our request, including actual loss of earnings (but not loss of other income) up to \$250 per day, for assisting us in the investigation or defense of a claim or suit; and
- 4. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.
- 5. Prejudgement interest awarded against an **insured** on that part of the judgement we pay. Any prejudgement interest awarded against an **insured** is subject to the applicable Pennsylvania Rules of Civil Procedure.

B. First Aid Expenses

We will pay expenses for first aid to others incurred by an **insured** for **bodily injury** covered under this policy. We will not pay for first aid to an **insured**.

C. Damage To Property Of Others

- 1. We will pay, at replacement cost, up to \$1,000 per **occurrence** for **property damage** to property of others caused by an **insured**.

2. We will not pay for **property damage**:
- a. To the extent of any amount recoverable under Section I;
 - b. Caused intentionally by an **insured** who is 13 years of age or older;
 - c. To property owned by an **insured**;
 - d. To property owned by or rented to a tenant of an **insured** or a resident in your household; or
 - e. Arising out of:

- (1) A **business** engaged in by an **insured**;
- (2) Any act or omission in connection with a premises owned, rented or controlled by an **insured**, other than the **insured location**; or
- (3) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft or **motor vehicles**.

This exclusion e.(3) does not apply to a **motor vehicle** that:

- (a) Is designed for recreational use off public roads;
- (b) Is not owned by an **insured**; and
- (c) At the time of the **occurrence**, is not required by law, or regulation issued by a government agency, to have been registered for it to be used on public roads or property.

D. Loss Assessment

- 1. We will pay up to \$5,000 for your share of loss assessment charged against you, as owner or tenant of the **residence premises**, during the policy period by a corporation or association of property owners, when the assessment is made as a result of:
 - a. **Bodily injury** or **property damage** not excluded from coverage under Section II - Exclusions; or
 - b. Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided such person:
 - (1) Is elected by the members of a corporation or association of property owners; and
 - (2) Serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.

- 2. Paragraph I. Policy Period under Section II - Conditions does not apply to this Loss Assessment Coverage.
- 3. Regardless of the number of assessments, the limit of \$5,000 is the most we will pay for loss arising out of:
 - a. One accident, including continuous or repeated exposure to substantially the same general harmful condition; or
 - b. A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.
- 4. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.

SECTION II - CONDITIONS

A. Limit Of Liability

Our total liability under Coverage E for all damages resulting from any one **occurrence** will not be more than the Coverage E limit of liability shown in the Declarations. This limit is the same regardless of the number of **insureds**, claims made or persons injured. All **bodily injury** and **property damage** resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one **occurrence**.

Our total liability under Coverage F for all medical expense payable for **bodily injury** to one person as the result of one accident will not be more than the Coverage F limit of liability shown in the Declarations.

B. Severability Of Insurance

This insurance applies separately to each **insured**. This condition will not increase our limit of liability for any one **occurrence**.

C. Duties After Occurrence

In case of an **occurrence**, you or another **insured** will perform the following duties that apply. We have no duty to provide coverage under this policy if your failure to comply with the following duties is prejudicial to us. You will help us by seeing that these duties are performed:

- 1. Give written notice to us or our agent as soon as is practical, which sets forth:
 - a. The identity of the policy and the **named insured** shown in the Declarations;

b. Reasonably available information on the time, place and circumstances of the **occurrence**; and

c. Names and addresses of any claimants and witnesses;

2. Cooperate with us in the investigation, settlement or defense of any claim or suit;

3. Promptly forward to us every notice, demand, summons or other process relating to the **occurrence**;

4. At our request, help us:

a. To make settlement;

b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an **insured**;

c. With the conduct of suits and attend hearings and trials; and

d. To secure and give evidence and obtain the attendance of witnesses;

5. With respect to **C. Damage To Property Of Others** under Section II - Additional Coverage, submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if in an **insured's** control;

6. No **insured** shall, except at such **insured's** own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the **bodily injury**.

D. Duties Of An Injured Person - Coverage F - Medical Payments To Others

1. The injured person or someone acting for the injured person will:

a. Give us written proof of claim, under oath if required, as soon as is practical; and

b. Authorize us to obtain copies of medical reports and records.

2. The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.

E. Payment Of Claim - Coverage F - Medical Payments To Others

Payment under this coverage is not an admission of liability by an **insured** or us.

F. Suit Against Us

1. No action can be brought against us unless there has been full compliance with all of the terms under this Section II.

2. No one will have the right to join us as a party to any action against an **insured**.

3. Also, no action with respect to Coverage **E** can be brought against us until the obligation of such **insured** has been determined by final judgment or agreement signed by us.

G. Bankruptcy Of An Insured

Bankruptcy or insolvency of an **insured** will not relieve us of our obligations under this policy.

H. Other Insurance

This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.

I. Policy Period

This policy applies only to **bodily injury** or **property damage** which occurs during the policy period.

J. Concealment Or Fraud

We do not provide coverage to an **insured** who, whether before or after a loss, has:

1. Intentionally concealed or misrepresented any material fact or circumstance;

2. Engaged in fraudulent conduct; or

3. Made false statements;

relating to this insurance.

SECTIONS I AND II - CONDITIONS

A. Liberalization Clause

If we make a change which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.

This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

1. A subsequent edition of this policy; or

2. An amendatory endorsement.

B. Waiver Or Change Of Policy Provisions

A waiver or change of a provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.

C. Cancellation

1. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
2. We may cancel this policy only for the reasons stated below by notifying the **insured** named in the Declarations in writing of the date cancellation takes effect. This cancellation notice may be delivered to or mailed to the **insured** named in the Declarations at the mailing address shown in the policy or at a forwarding address. Proof of mailing will be sufficient proof of notice.
 - a. When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by notifying the **insured** named in the Declarations at least 30 days before the date cancellation takes effect.
 - b. When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel only for one or more of the following reasons by notifying the **insured** named in the Declarations at least 30 days prior to the proposed cancellation date:
 - (1) This policy was obtained through material misrepresentation, fraudulent statements, omissions or concealment of fact material to the acceptance of the risk or to the hazard assumed by us;
 - (2) There has been a substantial change or increase in hazard in the risk assumed by us subsequent to the date the policy was issued;
 - (3) There is a substantial increase in hazard insured against by reason of willful or negligent acts or omissions by the **insured**;
 - (4) The **insured** has failed to pay the premium by the due date, whether payable to us or to our agent or under any finance or credit plan; or
 - (5) For any other reason approved by the Pennsylvania Insurance Commissioner.

This provision shall not apply if the named **insured** has demonstrated by some overt

action to us or to our agent that the **insured** wishes the policy to be cancelled.

Delivery of such written notice by us to the **insured** named in the Declarations at the mailing address shown in the policy or at a forwarding address shall be equivalent to mailing.

3. When this policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
4. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

D. Nonrenewal

We will not fail to renew this policy except for one of the reasons referred to in **C. Cancellation** above. We may refuse to renew for one of the listed reasons by mailing to the **insured** named in the Declarations at the mailing address shown in the policy or at a forwarding address, written notice at least 30 days prior to the expiration date of this policy.

This provision does not apply if:

1. We have indicated our willingness to renew and the **insured** has failed to pay the premium by the due date; or
2. The named **insured** has indicated to us or our agent that the **insured** does not wish the policy to be renewed.

Delivery of such written notice by us to the **insured** named in the Declarations at the mailing address shown in the policy or at a forwarding address shall be equivalent to mailing.

E. Assignment

Assignment of this policy will not be valid unless we give our written consent.

F. Subrogation

An **insured** may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

If an assignment is sought, an **insured** must sign and deliver all related papers and cooperate with us.

Subrogation does not apply to Coverage **F** or Paragraph **C. Damage To Property Of Others** under Section **II - Additional Coverages**.

G. Death

If any person named in the Declarations or the spouse, if a resident of the same household, dies, the following apply:

1. We insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the policy at the time of death; and
2. Insurance under this policy will continue as provided in **a.** or **b.** below, whichever is later:
 - a. For 180 days after your death regardless of the policy period shown in the Declarations, unless your premises and property, covered under the policy at the time of your death, is sold prior to that date; or
 - b. Until the end of the policy period shown in the Declarations, unless your premises

and property, covered under the policy at the time of your death, is sold prior to that date.

Coverage during the period of time after your death is subject to all the provisions of this policy including payment of any premium due for the policy period shown in the Declarations and any extension of that period;

3. Insured includes:

- a. An **insured** who is a member of your household at the time of your death, but only while a resident of the **residence premises**; and
- b. With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

MUTUAL PROVISIONS - NON-DIVIDEND POLICY

AM 00 18 02 01

In consideration of a reduced premium for this policy, **MUTUAL PROVISIONS** is replaced by the following:

MUTUAL PROVISIONS

This policy is non-assessable. This means your only financial obligation is the premium for your insurance. You shall not be entitled to any dividends.

By virtue of this policy you are a member of the Amica Mutual Insurance Company and entitled to vote either in person or by proxy at all meetings of the Company. The annual meetings are held at its home office on the second Thursday of February in each year at 9:00 A.M.

Amica Mutual Insurance Company

AM 00 18 02 01

SPECIAL PROVISIONS - PENNSYLVANIA**HO 01 37 06 01**

Throughout this policy, the following is added to any provision which uses the term actual cash value:

Actual cash value is calculated as the amount it would cost to repair or replace covered property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. Actual cash value applies to valuation of covered property regardless of whether that property has sustained partial or total loss or damage.

The actual cash value of the lost or damaged property may be significantly less than its replacement cost.

DEFINITIONS

Item 3. is deleted in all forms and replaced by the following:

3. **Business** includes trade, profession or occupation.

Item 5.b. is deleted in all forms and replaced by the following:

- b. A person who lives with you and is a member of your household and who is not a guest, **residence employee**, tenant, roommate or boarder. We also insure a person under the age of 21 who lives with and is in the legal custody of such person.

SECTION I - PROPERTY COVERAGES**Coverage C - Personal Property**

Paragraph 4.a. and paragraph 4.k. are deleted.

Additional Coverages

In Forms **HO 00 03** and **HO 00 04**, Paragraph 1.b. is deleted and replaced by the following:

- b. We will also pay your reasonable expense, up to \$1,000, for the removal from the **residence premises** of:

- (1) Your tree(s) felled by the peril of Windstorm or Hail or Weight of Ice, Snow or Sleet; or
- (2) A neighbor's tree(s) felled by a Peril Insured Against under Coverage C.

The \$1,000 limit is the most we will pay in any one loss regardless of the number of fallen trees. No more than \$500 of this limit will be paid for the removal of any one tree.

This coverage is additional insurance.

In Form **HO 00 06**, Paragraph 1.b. is deleted and replaced by the following:

- b. We will also pay your reasonable expense, up to \$1,000 for the removal from the **residence premises** of:

- (1) Tree(s) you solely own felled by the peril of Windstorm or Hail or Weight of Ice, Snow or Sleet; or
- (2) A neighbor's tree(s) felled by a Peril Insured Against under Coverage C.

The \$1,000 limit is the most we will pay in any one loss regardless of the number of fallen trees. No more than \$500 of this limit will be paid for the removal of any one tree.

This coverage is additional insurance.

In Forms **HO 00 03**, **HO 00 04** and **HO 00 06** the limit in Paragraph 6.a. is revised from \$500 to \$1,000.

In Forms **HO 00 03**, **HO 00 04** and **HO 00 06** (in the **HO 00 06** the following Paragraphs are numbered 12. and 13. respectively) the following are added:

13. Refrigerated Property

We insure, for up to \$500, covered property stored in freezers or refrigerators on the **residence premises** for direct loss caused by:

- a. **Loss of power** to the refrigeration unit. **Loss of power** must be caused by damage to:

- (1) Generating equipment; or
- (2) Transmitting equipment; or

- b. Mechanical failure of the unit which stores the property.

"**Loss of power**" means the complete or partial interruption of electric power due to conditions beyond an **insured's** control.

Coverage will apply only if you have maintained the refrigeration unit in proper working condition immediately prior to the loss.

This coverage does not increase the limit of liability for Coverage C.

The Power Failure exclusion does not apply to this coverage.

Special Deductible

The following will replace any other deductible provision in this policy with respect to loss covered under this Additional Coverage:

We will pay only that part of the total of all loss payable that exceeds \$100. No other deductible applies to this coverage.

14. Lock Replacement

We will pay your reasonable and necessary expenses to replace exterior door locks at the residence premises, if an insured's keys are stolen.

No deductible applies to this coverage.

SECTION I - EXCLUSIONS

In Form HO 00 05 Item A.3 Water Damage Paragraph b. is deleted and replaced by the following:

b. Water, or water-borne material which:

- (1) Backs up through sewers or drains; or
- (2) Overflows or is discharged from a sump, sump pump or related equipment as a direct or indirect result of flood; or

The following paragraph is added:

This Exclusion D. does not apply to the coverage provided by A. above.

SECTION I - CONDITIONS

Replacement Cost Loss Settlement Condition paragraph b. is replaced by the following (HO 00 05 only):

- b. If the cost to repair or replace the property described in 4. and 5. above is more than \$500, we will pay no more than the actual cash value for the loss until the actual repair or replacement is complete.

If the actual cash value amount is insufficient to initiate repair or replacement of the lost or damaged property, we will advance to you the amount necessary for you to initiate such repair or replacement and such further amounts necessary to continue the repair or replacement. The amount of loss payment we agree upon for the lost or damaged property will be reduced by any advance payment. The

total of all advances and other payments hereunder will not exceed the amount allowed under C.1.

Under this loss settlement procedure, the following special provisions apply:

- (1) You shall promptly forward to us evidence of the agreement with the party repairing or replacing the property which shows the cost and estimated completion date of the repaired property or delivery date of the replaced property.
 - (2) We will send to you the balance, if any, of the loss payment previously agreed upon when you notify us of the completion of the repairs or the expected delivery date of the replaced property.
 - (3) If you do not comply with the above terms at any time, we will pay no more than the actual cash value for the loss. In such case, if the amount we advanced to you is more than the actual cash value, you shall refund the difference to us within 30 days of the date we mail our refund notice to you.
- c. You may make a claim for loss on an actual cash value basis and then make claim for any additional liability in accordance with this endorsement provided you notify us of your intent to do so within 180 days after the date of loss.

SECTION II - EXCLUSIONS

The following exclusion is added in all forms and Endorsement HO 24 73:

We do not provide coverage for: fines, penalties, double or treble damages; punitive, exemplary or vindictive damages; or any other type of added damages intended to punish or deter wrongful conduct rather than as compensation for actual damages.

SECTION II - ADDITIONAL COVERAGES

Paragraph A.3. is deleted in all forms and replaced by the following:

3. Reasonable expenses incurred by an insured at our request, including actual loss of earnings (but not loss of other income) for assisting us in the investigation or defense of a claim or suit; and

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULED PERSONAL PROPERTY ENDORSEMENT**HO 04 61 10 00****SCHEDULE***

| Class Of Personal Property | Amount Of Insurance | Premium |
|--|------------------------------|----------------------------|
| 1. Jewelry , as scheduled below. | \$ | \$ |
| 2. Furs and garments trimmed with fur or consisting principally of fur, as scheduled below. | | |
| 3. Cameras , projection machines, films and related articles of equipment, as listed below. | | |
| 4. Musical instruments and related articles of equipment, as listed below. You agree not to perform with these instruments for pay unless specifically provided under this policy. | | |
| 5. Silverware , silver-plated ware, goldware, gold-plated ware and pewterware, but excluding pens, pencils, flasks, smoking implements or jewelry. | | |
| 6. Golfer's equipment meaning golf clubs, golf clothing and golf equipment. | | |
| 7.a. Fine Arts , as scheduled below. This premium is based on your statement that the property insured is located at the following address: at at | Total Fine Arts Amount \$ | |
| 7.b. For an additional premium, Paragraph 5.b. under C. Perils Insured Against is deleted only for the articles marked with a double asterisk (**) in the schedule below. | Amount of 7.b. only \$ | |
| 8. Postage Stamps | | |
| 9. Rare and Current Coins | | |
| | | |
| Article Or Property | Description | Amount Of Insurance |
| | | |
| THE AMOUNTS SHOWN FOR EACH ITEM IN THIS SCHEDULE ARE LIMITED BY THE LOSS SETTLEMENT CONDITION IN PARAGRAPH F.2. | | |
| *Entries may be left blank if shown elsewhere in this policy for this coverage. | | |

SCHEDULED PERSONAL PROPERTY ENDORSEMENT**HO 04 61 10 00**

We cover the classes of personal property which are indicated in the Schedule above by an amount of insurance.

This coverage is subject to the:

1. Definitions;
2. Section I - Conditions; and
3. Sections I and II - Conditions;

in the policy and all provisions of this endorsement.

Any deductible stated in this policy does not apply to this coverage.

A. Newly Acquired Property - Jewelry, Furs, Cameras And Musical Instruments Only

1. We cover newly acquired property of a class of property already insured. The lesser of the following limits applies:

- a. 25% of the amount of insurance for that class of property; or
- b. \$10,000.

2. When you acquire new property you must:

- a. Report these objects to us within 30 days; and
- b. Pay the additional premium from the date acquired.

B. Newly Acquired Fine Arts

When Fine Arts are scheduled, we cover objects of art acquired during the policy period for their actual cash value. However, we will pay no more than 25% of the amount of insurance for fine arts scheduled. For coverage to apply for newly acquired fine arts you must:

1. Report these objects to us within 90 days; and
2. Pay the additional premium from the date acquired.

C. Perils Insured Against

We insure against risks of direct loss to property described only if that loss is a physical loss to property; however, we do not insure loss caused by any of the following:

1. Wear and tear, gradual deterioration or inherent vice.
2. Insects or vermin.
3. War, including the following and any consequence of any of the following:

- a. Undeclared war, civil war, insurrection, rebellion or revolution;

- b. Warlike act by a military force or military personnel; or

- c. Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

4. Nuclear Hazard, to the extent set forth in the Nuclear Hazard Clause of Section I - Conditions.

5. If Fine Arts are covered:

- a. Repairing, restoration or retouching process;

- b. Breakage of art glass windows, glassware, statuary, marble, bric-a-brac, porcelains and similar fragile articles. We cover loss by breakage if caused by:

(1) Fire or lightning;

(2) Explosion, aircraft or collision;

(3) Windstorm, earthquake or flood;

(4) Malicious damage or theft;

(5) Derailment or overturn of a conveyance.

We do not insure loss, from any cause, to property on exhibition at fair grounds or premises of national or international expositions unless the premises are covered by this policy.

6. If Postage Stamps or Rare and Current Coins collections are covered:

- a. Fading, creasing, denting, scratching, tearing or thinning;

SCHEDULED PERSONAL PROPERTY ENDORSEMENT**HO 04 61 10 00**

b. Transfer of colors, inherent defect, dampness, extremes of temperature, or depreciation;

c. Being handled or worked on;

d. The disappearance of individual stamps, coins or other articles unless the item is:

(1) Described and scheduled with a specific amount of insurance; or

(2) Mounted in a volume and the page it is attached to is also lost; or

e. Shipping by mail other than registered mail.

However, we do not insure loss, from any cause, to property in the custody of transportation companies or not part of a stamp or coin collection.

D. Territorial Limits

We cover the property described worldwide.

E. Special Provisions

1. Fine Arts: You agree that the covered property will be handled by competent packers.

2. Golfer's Equipment includes your other clothing while contained in a locker when you are playing golf. We cover golf balls for loss by fire or burglary provided there are visible marks of forcible entry into the building, room or locker.

3. Postage Stamps includes the following owned by or in the custody or control of the insured:

a. Due, envelope, official, revenue, match and medicine stamps;

b. Covers, locals, reprints, essays, proofs and other philatelic property; or

c. Books, pages and mounting of items in a. and b.

4. Rare and Current Coins includes the following owned by or in custody or control of the insured:

a. Medals, paper money, bank notes;

b. Tokens of money and other numismatic property; or

c. Coin albums, containers, frames, cards and display cabinets in use with such collection.

F. Conditions**1. Loss Clause**

The amount of insurance under this endorsement will not be reduced except for a total loss of a scheduled article. We will refund the unearned premium applicable to such article after the loss or you may apply it to the premium due for the replacement of the scheduled article.

2. Loss Settlement

Covered property losses are settled as follows:

a. Fine Arts

(1) We will pay, for each article designated in the Schedule, the full amount shown in the Schedule which is agreed to be the value of that article or property. At our request, you will surrender that article or property to us if not lost or stolen.

(2) If the scheduled article or property is a pair or set, or consists of several parts when complete, we will pay the full amount shown in the Schedule for that pair, set or complete article. At our request, you will surrender that article or property to us if not lost or stolen.

(3) In the event lost or stolen property is recovered and we have paid you the full amount shown in the Schedule for that property, you will surrender that property to us.

(4) We will, at your request, sell back to you, at a price you and we agree upon, any class of property or scheduled article you surrendered to us to comply with the terms in (1), (2) or (3) above.

b. POSTAGE STAMPS OR RARE AND CURRENT COIN COLLECTION

IN CASE OF LOSS TO ANY SCHEDULED ITEM, THE AMOUNT TO BE PAID WILL BE DETERMINED IN ACCORDANCE WITH PARAGRAPH 2.c. OTHER PROPERTY.

WHEN COINS OR STAMPS ARE COVERED ON A BLANKET BASIS, WE WILL PAY THE CASH MARKET VALUE AT TIME OF LOSS BUT NOT MORE THAN \$1,000 ON ANY UNSCHEDULED COIN COLLECTION

SCHEDULED PERSONAL PROPERTY ENDORSEMENT

HO 04 61 10 00

NOR MORE THAN \$250 FOR ANY ONE STAMP, COIN OR INDIVIDUAL ARTICLE OR ANY ONE PAIR, STRIP, BLOCK, SERIES SHEET, COVER, FRAME OR CARD.

WE WILL NOT PAY A GREATER PROPORTION OF ANY LOSS ON BLANKET PROPERTY THAN THE AMOUNT INSURED ON BLANKET PROPERTY BEARS TO THE CASH MARKET VALUE AT TIME OF LOSS.

c. OTHER PROPERTY

(1) THE VALUE OF THE PROPERTY INSURED IS NOT AGREED UPON BUT WILL BE ASCERTAINED AT THE TIME OF LOSS OR DAMAGE. WE WILL NOT PAY MORE THAN THE LEAST OF THE FOLLOWING AMOUNTS:

(a) THE ACTUAL CASH VALUE OF THE PROPERTY AT THE TIME OF LOSS OR DAMAGE;

(b) THE AMOUNT FOR WHICH THE PROPERTY COULD REASONABLY BE EXPECTED TO BE REPAIRED TO ITS CONDITION IMMEDIATELY PRIOR TO LOSS;

(c) THE AMOUNT FOR WHICH THE ARTICLE COULD REASONABLY BE EXPECTED TO BE REPLACED WITH ONE SUBSTANTIALLY IDENTICAL TO THE ARTICLE LOST OR DAMAGED; OR

(d) THE AMOUNT OF INSURANCE.

(2) THE ACTUAL CASH VALUE CONDITION IN PARAGRAPH (1)(a) ABOVE DOES NOT APPLY IF, AT THE TIME OF LOSS, COVERAGE C - PERSONAL PROPERTY COVERED IN THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED IS SUBJECT TO REPLACEMENT COST LOSS SETTLEMENT.

3. PAIR, SET OR PARTS OTHER THAN FINE ARTS**a. LOSS TO A PAIR OR SET**

IN CASE OF A LOSS TO A PAIR OR SET WE MAY ELECT TO:

(1) REPAIR OR REPLACE ANY PART TO RESTORE THE PAIR OR SET TO ITS VALUE BEFORE THE LOSS; OR

(2) PAY THE DIFFERENCE BETWEEN ACTUAL CASH VALUE OF THE PROPERTY BEFORE AND AFTER THE LOSS.

b. PARTS

IN CASE OF A LOSS TO ANY PART OF COVERED PROPERTY, CONSISTING OF SEVERAL PARTS WHEN COMPLETE, WE WILL PAY FOR THE VALUE OF THE PART LOST OR DAMAGED.

THIS ENDORSEMENT DOES NOT CONSTITUTE A REDUCTION OF COVERAGE.

**NO SECTION II - LIABILITY COVERAGES FOR
HOME DAY CARE BUSINESS
LIMITED SECTION I - PROPERTY COVERAGES FOR
HOME DAY CARE BUSINESS**

HO 04 96 11 00

If an **insured** regularly provides home day care services to a person or persons other than **insureds** and receives monetary or other compensation for such services, that enterprise is a **business**. Mutual exchange of home day care services, however, is not considered compensation. The rendering of home day care services by an **insured** to a relative of an **insured** is not considered a **business**.

Coverage does not apply to or is limited with respect to home day care service which is a **business**. For example, this policy:

1. Does not provide:

- a. Section II coverages. This is because a **business** of an **insured** is excluded under E.2. of Section II - Exclusions;
- b. Coverage, under Section I, for other structures from which any **business** is conducted; and

2. Limits Section I coverage, under Coverage C - Special Limits of Liability, for **business** property:

- a. On the **residence premises** for the home day care **business** to \$2,500 (\$5,000 in Form HO 00 05). This is because Category h. (e. in Form HO 00 08) imposes that limit on **business** property on the **residence premises**;
- b. Away from the **residence premises** for the home day care **business** to \$500 (\$1,000 in Form HO 00 05). This is because Category i. (f. in Form HO 00 08) imposes that limit on **business** property away from the **residence premises**. Category i. does not apply to property described in Categories j. and k. (g. and h. respectively in Form HO 00 08.)

HO 04 96 11 00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PROPERTY REMEDIATION FOR ESCAPED LIQUID FUEL
AND
LIMITED LEAD AND ESCAPED LIQUID FUEL LIABILITY
COVERAGES**

ALL FORMS EXCEPT FORMS HO 00 04 AND HO 00 06

HO 05 84 10 00

SCHEDULE*

The coverage provided by this endorsement and the applicable Limits of Liability shown in this Schedule apply. These limits of liability apply to the total of all loss or expense, including loss assessments, payable under this endorsement, regardless of the number of locations insured under this endorsement and listed in this Schedule or the number of assessments charged against the **insured** during the policy period.

| | | |
|----|---|----|
| 1. | Aggregate Limited Lead And Escaped Liquid Fuel Liability Limit Of Liability | \$ |
| 2. | Property Remediation For Escaped Liquid Fuel Limit Of Liability This Property Remediation For Escaped Liquid Fuel Limit Of Liability applies to the residence premises as defined in Paragraphs a., b. or c. of Definition 11. Residence premises in this endorsement and any of the following locations as defined in Paragraph d. of Definition 11. Residence premises : | \$ |

*Entries may be left blank if shown elsewhere in this policy for this coverage.

A. Definitions

The definitions applying to the policy form, other than Definition 11. **Residence premises**, apply to this endorsement. Definition 11. **Residence premises** is deleted and replaced by the following. Definitions 12. through 14. are added only with respect to the coverage provided by this endorsement.

11. "Residence premises" means:

- a. The one family dwelling where you reside;
- b. The two, three or four family dwelling where you reside in at least one of the family units; or
- c. That part of any other building where you reside;

and which is shown as the **residence premises** in the Declarations; and

- d. Any location shown in the Schedule of this endorsement.

Residence premises also includes other structures and grounds at the locations described in a. through d. above.

12. Covered real property. The following applies only to the Section I - Property Coverage - Property Remediation For Escaped Liquid Fuel:**a. "Covered real property" means:**

- (1) Property owned by an **insured** and covered under Coverage A of this policy;
- (2) Any other one, two, three or four family dwelling building owned by an **insured** and shown in the Schedule under Paragraph 2.;
- (3) Materials and supplies located on or next to the **residence premises**, used to construct, alter or repair the dwelling or other structures on the **residence premises**;

**PROPERTY REMEDIATION FOR ESCAPED LIQUID FUEL
AND
LIMITED LEAD AND ESCAPED LIQUID FUEL LIABILITY
COVERAGES**

ALL FORMS EXCEPT FORMS HO 00 04 AND HO 00 06

HO 05 84 10 00

(4) Property owned by an **insured** and covered under Coverage **B** of this policy, provided such property is located on the **residence premises**; and

(5) Land, other than farm land:

(a) Which is within the **residence premises**;

(b) Which is owned by an **insured**; and

(c) On which a building or structures described in **12.a.(1)** through **(4)** is located.

b. Covered real property does not include:

(1) Water;

(2) Other structures that are part of the **fuel system**; or

(3) Trees, shrubs, plants or lawns, except to the extent provided in **B.3.c.** of this endorsement.

13. Covered personal property. The following applies only to the Section **I** - Property Coverages - Property Remediation For Escaped Liquid Fuel:

a. "Covered personal property" means personal property:

(1) Owned or used by an **insured** and covered under Coverage **C** of this policy; and

(2) Located on the **residence premises**.

b. Loss to such property shall be subject to those Coverage **C** Special Limits of Liability that apply.

14. "Fuel System" means:

a. One or more containers, tanks or vessels which have a total combined storage capacity of 100 or more U.S. gallons of liquid fuel; and:

(1) Are, or were, used to hold liquid fuel that is intended to be used solely for one or more of the following:

(a) To heat or cool a building;

(b) To heat water;

(c) To cook food; or

(d) To power **motor vehicles** or watercraft owned by an **insured** and not used primarily for **business**; and

(2) Are, or were, located on:

(a) **Covered real property**; or

(b) An **insured location**;

b. Any pumping apparatus, which includes the motor, gauge, nozzle, hose or pipes that are, or were, connected to one or more containers, tanks or vessels described in **14.a.**;

c. Filler pipes and flues connected to one or more containers, tanks or vessels described in **14.a.**;

d. A boiler, furnace or a water heater, the liquid fuel for which is stored in a container, tank or vessel described in **14.a.**, and which is located on:

(1) **Covered real property**; or

(2) An **insured location**;

e. Fittings and pipes connecting the boiler, furnace or water heater to one or more containers, tanks or vessels described in **14.a.**; or

f. A structure that is specifically designed and built to hold the liquid fuel that escapes from one or more containers, tanks or vessels described in **14.a.**

A **fuel system** does not include any fuel tanks that are permanently affixed to a **motor vehicle** or watercraft listed in **a.(1)(d)** above.

B. Section I - Property Coverages

The following coverage is added:

**PROPERTY REMEDIATION FOR ESCAPED LIQUID FUEL
AND
LIMITED LEAD AND ESCAPED LIQUID FUEL LIABILITY
COVERAGES**

ALL FORMS EXCEPT FORMS HO 00 04 AND HO 00 06

HO 05 84 10 00

PROPERTY REMEDIATION FOR ESCAPED LIQUID FUEL

1. With respect to the total of all escapes of liquid fuel from a **fuel system** which an **insured** first discovers or learns of during the policy period, we will pay up to the limit of liability shown in the Schedule for loss or expense described in 3. below.
2. The Limit shown in the Schedule for this coverage is the most we will pay for the total of all loss or expense payable under 3. below regardless of the:
 - a. Number of locations insured under this endorsement;
 - b. Number of escapes of liquid fuel from a **fuel system** an **insured** first discovers or learns of during the policy period; or
 - c. Number of claims made.

3. Loss Or Expense Covered

This coverage pays for:

- a. Loss to:
 - (1) **Covered real property;** or
 - (2) **Covered personal property;**
 caused directly or indirectly by the escape of such fuel from a **fuel system**;
- b. The expense you incur to:
 - (1) Take temporary measures to stop the further escape of liquid fuel from any part of the **fuel system**;
 - (2) Retard or stop the spread of escaped liquid fuel;
 - (3) Clean up, remove or treat loss to:
 - (a) **Covered real property;** or
 - (b) **Covered personal property;** or
 - (4) Test, monitor or assess the effects of the escape of liquid fuel in, on or away from **covered real property**:
 - (a) As required by law; or

(b) In response to a request, demand or order by a governmental authority or court of law.

We will pay for such expense only if it results from the same escape that is payable under a. or b.(1), (2) and (3) above;

- c. Loss to trees, shrubs, plants or lawns, located on the **residence premises**, but only if there is loss or expense caused by the same escape that is payable under a. or b. above. However, we will not pay more than an amount equal to 5% of the limit of liability shown in the Schedule for the total of all loss to trees, shrubs, plants or lawns. No more than \$500 of this amount will be payable for any lawn or any one tree, shrub, or plant. We do not cover property grown for **business**.

Under Form **HO 00 08**, no more than \$250 of the amount of insurance available under this coverage will be payable for lawns or any one tree, shrub or plant; and

d. Additional Living Expense

(1) Additional Living Expense means any necessary increase in living expenses you incur, so that your household can maintain its normal standard of living, if the escape of liquid fuel:

(a) Results in loss or expense payable under a. or b. above; and

(b) Makes that part of the **residence premises** where you reside not fit to live in.

(2) Payment for Additional Living Expense will be for the shortest time required:

(a) To make that part of the **residence premises** where you reside fit to live in; or

(b) For your household to settle elsewhere, if you permanently relocate.

This period of time applies even if it extends past the expiration date of this policy.

We do not cover loss or expense due to cancellation of a lease or agreement.

**PROPERTY REMEDIATION FOR ESCAPED LIQUID FUEL
AND
LIMITED LEAD AND ESCAPED LIQUID FUEL LIABILITY
COVERAGES**

ALL FORMS EXCEPT FORMS HO 00 04 AND HO 00 06

HO 05 84 10 00

(3) This coverage does not increase the limit of liability shown in the Schedule.

(4) Section I - Property Coverages, D. Coverage D - Loss Of Use in the policy form does not apply to this endorsement.

4. Deductible

The deductible amount, equal to that which applies to the peril of Fire, applies to loss or expense covered under this additional coverage. We will pay only that part of the total of all loss or expense payable under 3. above that exceeds that deductible amount.

5. Loss Or Expense Not Covered

We will not pay:

a. For any diminution or reduction in the market value of any:

(1) Covered real property; or

(2) Covered personal property;

whether or not such property is damaged;

b. For any damage resulting from the loss of or reduction in value of a pending sale of:

(1) Covered real property; or

(2) Covered personal property;

c. To replace any fuel;

d. For any expense to:

(1) Demolish or remove; or

(2) Repair, replace, rebuild or restore;

any part of a **fuel system**, other than those expenses provided for in 3.a. or b. above; or

e. For any damage that results from an escape from:

(1) One or more containers, tanks or vessels, that are, or were, used to hold liquid fuel and are a part of a **motor vehicle** or watercraft; or

(2) Related lines or parts, that are, or were, connected to a **motor vehicle** or watercraft.

6. For Form HO 00 03, under Section I - Perils Insured Against, Paragraph A.2.c.(6)(e) does not apply to this Property Remediation For Escaped Liquid Fuel Coverage.

7. For Form HO 00 05, under Section I - Perils Insured Against, Paragraph A.2.(e)(5) does not apply to this Property Remediation For Escaped Liquid Fuel Coverage.

8. When the Special Computer Coverage Endorsement is attached, Paragraph 2.b.(9)(e) in that endorsement, under Perils Insured Against, does not apply to this Property Remediation For Escaped Liquid Fuel Coverage.

9. The Additional Coverages under Section I - Property Coverages and the Section I - Exclusions apply to this Property Remediation For Escaped Liquid Fuel Coverage.

10. The Section I - Conditions apply to this Property Remediation For Escaped Liquid Fuel Coverage except as provided in C. Section I - Conditions below.

11. This Property Remediation For Escaped Liquid Fuel Coverage does not apply to any **residence premises** at which the containers, tanks or vessels, described in A.14.a. above, have a total combined storage capacity of less than 100 U.S. gallons of liquid fuel.

Coverage, if any, for escape of liquid fuel from such containers, tanks or vessels is subject to those:

a. Exclusions;

b. Conditions;

c. Other provisions; and

d. Limits of Liability;

that apply to real and personal property under the policy to which this endorsement is attached.

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LIMITED LEAD AND ESCAPED LIQUID FUEL LIABILITY
COVERAGES**

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C. Section I - Conditions - Property Remediation For Escaped Fuel

With respect to loss or expense described in B. Section I - Property Coverages above, Section I Condition F. Other Insurance And Service Agreement in the policy form, is deleted and replaced by the following:

F. Other Insurance, Service Agreements and Government Funds

If loss or expense covered in B. Section I - Property Coverages above is also covered by:

1. Other insurance, we will pay only the proportion of the loss or expense that the limit of liability that applies under this endorsement bears to the total amount of insurance covering the loss or expense;
2. A service agreement, then this Property Remediation for Escaped Liquid Fuel Coverage is excess over any amounts payable under any such agreement. Service Agreement means a **fuel system** service plan, property restoration protection plan, or similar service or warranty agreement, even if it is characterized as insurance; or
3. A government fund, we will pay only the proportion of the loss or expense that the limit of liability that applies under this endorsement bears to the total amount payable for the loss or expense to the extent permitted by law.

D. Section II - Liability Coverages

LIMITED LEAD AND ESCAPED LIQUID FUEL LIABILITY COVERAGE

1. With respect to **bodily injury** or **property damage** described in D.2. below, the coverages provided by Section II - Liability Coverages, Coverage E - Personal Liability and Coverage F - Medical Payments To Others in the policy form, and the limits of liability stated on the Declarations page do not apply.
2. This coverage applies if a claim is made or a suit is brought against an **insured** for damages because of:
 - a. **Bodily injury** or **property damage** caused by an **occurrence** involving the escape of

fuel from a **fuel system**. However, this limited coverage does not apply to an **occurrence** of fire or explosion that results from such escaped fuel. Damages resulting from such an **occurrence** of fire or explosion are subject to the Coverage E limit of liability of the policy to which this endorsement is attached;

- b. **Bodily injury** caused by an **occurrence** involving the absorption, ingestion or inhalation of lead which is in or on an **insured location**; or
- c. **Property damage** caused by an **occurrence** of lead contamination, but only if, immediately prior to the **occurrence**, the lead was located at an **insured location**.

NO OTHER LEAD OR ESCAPED LIQUID FUEL LIABILITY COVERAGE APPLIES UNDER THIS POLICY EXCEPT AS PROVIDED IN D.2. ABOVE AND E. BELOW.

3. If coverage applies as stated in D.2. above, we will:
 - a. Pay up to the Aggregate Limit of Liability stated in the Schedule for damages for which an **insured** is legally liable; and
 - b. Provide a defense at our expense by counsel of our choice even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when the Aggregate Limit of Liability stated in the Schedule for damages resulting from **bodily injury** or **property damage** described in D.2. above has been exhausted by payment of a judgment or settlement.
4. With respect only to applying the provisions of this coverage as described in D.2. above, **bodily injury** or **property damage** caused in whole or in part by an **occurrence** described in D.2. above shall be deemed to have been caused solely by such an **occurrence** regardless of any other covered cause or event contributing to the **bodily injury** or **property damage**.
5. The Section II - Additional Coverages in the policy form apply with respect to this coverage as described in D. above except as provided in E. Section II - Additional Coverages below.

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6. The Section II - Conditions in the policy form apply with respect to this coverage as described in D. above except as provided in F. Section II - Liability Conditions below.

7. This coverage does not apply to an **insured location** at which the containers, tanks or vessels described in A.14.a. above have a total combined storage capacity of less than 100 U.S. gallons of liquid fuel.

Coverage, if any, for an **occurrence** involving the escape of liquid fuel from such containers, tanks or vessels is subject to those:

- a. Exclusions;
- b. Conditions;
- c. Other provisions; and
- d. Limits of Liability;

that apply to Coverages E and F in the policy to which this endorsement is attached.

E. Section II - Additional Coverages

With respect to coverage described in D. Section II - Liability Coverages above, Additional Coverage D. Loss Assessment in the policy form is deleted and replaced by the following:

D. Loss Assessment

1. We will pay up to the Aggregate Limit of Liability as stated in the Schedule for your share of loss assessment charged against you, as owner or tenant of the **residence premises**, during the policy period by a corporation or association of property owners, when the assessment is made as a result of:
 - a. An **occurrence** involving the escape of fuel from a **fuel system**;
 - b. **Bodily injury** caused by an **occurrence**, on property owned by all members collectively, involving the absorption, ingestion or inhalation of lead which occurs on an **insured location** containing the **residence premises**;

c. **Property damage** caused by an **occurrence**, on property owned by all members collectively, of lead contamination, but only if the lead originates at an **insured location** containing the **residence premises**; or

d. Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided such person:

(1) Is elected by the members of a corporation or association of property owners; and

(2) Serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.

2. We do not cover assessments charged against you or a corporation or association of property owners:

(a) As required by law; or

(b) In response to a request, demand or order by a governmental authority or court of law.

3. Regardless of the number of assessments, the Aggregate Limit of Liability stated in the Schedule is the most we will pay for loss arising out of:

a. All accidents, including continuous or repeated exposure to the same general harmful conditions; or

b. All covered acts of one or more directors, officers or trustees. An act involving more than one director, officer or trustee is considered to be a single act.

THE LIMIT APPLICABLE TO THIS LOSS ASSESSMENT COVERAGE DOES NOT INCREASE THE AGGREGATE LIMIT OF LIABILITY STATED IN THE SCHEDULE.

4. Section II Condition I. Policy Period in this endorsement and in the policy form to which this endorsement is attached does not apply to this coverage.

**PROPERTY REMEDIATION FOR ESCAPED LIQUID FUEL
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COVERAGES**

ALL FORMS EXCEPT FORMS HO 00 04 AND HO 00 06

HO 05 84 10 00

F. Section II - Liability Conditions

With respect to coverage described above in D.
Section II - Liability Coverages:

1. Conditions D. Duties Of An Injured Person - Coverage F - Medical Payments To Others and E. Payment Of Claim - Coverage F - Medical Payments To Others in the policy form are deleted; and
2. Conditions A. Limit Of Liability, B. Severability Of Insurance and I. Policy Period in the policy form are deleted and replaced by the following:

A. Aggregate Limit Of Liability

Our total liability in any one policy period for all damages resulting from the total of all **bodily injury** or **property damage** during the policy period will not be more than the Limited Lead and Escaped Liquid Fuel Liability Coverage Aggregate Limit of Liability stated in the Schedule. This is the most we will pay regardless of the:

1. Number of locations insured under the policy to which this endorsement is attached;

2. Number of persons injured;

3. Number of person whose property is damaged;

4. Number of **insureds**; or

5. Number of claims made.

The **occurrence** limit of liability does not apply to this coverage.

B. Severability Of Insurance

This insurance applies separately to each **insured** except with respect to the Aggregate Limit of Liability described in A. Aggregate Limit of Liability above. This condition will not increase the Limit for this coverage.

I. Policy Period

This endorsement applies to **bodily injury** or **property damage** described in D.2. above which occurs during the policy period.

All other provisions of the policy not specifically modified by this endorsement apply.

PENNSYLVANIA NOTICE

IL 09 10 07 02

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

1. Surveys;
2. Consultation or advice; or
3. Inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a

result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. If the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. To consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. If any acts or omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.

Amica Mutual Insurance Company